

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. EPA-OAR-OAQPS-22-01 Enhanced Air Quality Monitoring For Communities	66.034	\$	\$	\$ 232,367.00	\$ 0.00	\$ 232,367.00
2.						
3.						
4.						
5. Totals		\$	\$	\$ 232,367.00	\$ 0.00	\$ 232,367.00

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	EPA-OAR-OAQPS-22-01 Enhanced Air Quality Monitoring For Communities				
a. Personnel	\$ 24,468.00	\$	\$	\$	\$ 24,468.00
b. Fringe Benefits	6,117.00				6,117.00
c. Travel					
d. Equipment					
e. Supplies	27,095.00				27,095.00
f. Contractual	167,340.00				167,340.00
g. Construction					
h. Other					
i. Total Direct Charges (sum of 6a-6h)	225,020.00				\$ 225,020.00
j. Indirect Charges	7,347.00				\$ 7,347.00
k. TOTALS (sum of 6i and 6j)	\$ 232,367.00	\$	\$	\$	\$ 232,367.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES				
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8. EPA-OAR-OAQPS-22-01 Enhanced Air Quality Monitoring For Communities	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
9.				
10.				
11.				
12. TOTAL (sum of lines 8-11)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

SECTION D - FORECASTED CASH NEEDS					
	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 133,900.00	\$ 72,280.00	\$ 24,754.00	\$ 18,433.00	\$ 18,433.00
14. Non-Federal	\$				
15. TOTAL (sum of lines 13 and 14)	\$ 133,900.00	\$ 72,280.00	\$ 24,754.00	\$ 18,433.00	\$ 18,433.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
(a) Grant Program	FUTURE FUNDING PERIODS (YEARS)			
	(b)First	(c) Second	(d) Third	(e) Fourth
16. EPA-OAR-OAQPS-22-01 Enhanced Air Quality Monitoring For Communities	\$ 49,322.00	\$ 49,234.00	\$	\$
17.				
18.				
19.				
20. TOTAL (sum of lines 16 - 19)	\$ 49,322.00	\$ 49,234.00	\$	\$

SECTION F - OTHER BUDGET INFORMATION	
21. Direct Charges: \$225,020	22. Indirect Charges: \$7,347
23. Remarks:	

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BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 02/28/2022

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. EPA-OAR-OAQPS-22-01 Enhanced Air Quality Monitoring For Communities	66.034	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="232,367.00"/>	\$ <input type="text" value="0.00"/>	\$ <input type="text" value="232,367.00"/>
2. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4. <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
5. Totals		\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text" value="232,367.00"/>	\$ <input type="text" value="0.00"/>	\$ <input type="text" value="232,367.00"/>

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SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1)	(2)	(3)	(4)	
	EPA-OAR-OAQPS-22-01 Enhanced Air Quality Monitoring For Communities				
a. Personnel	\$ 24,468.00	\$	\$	\$	\$ 24,468.00
b. Fringe Benefits	6,117.00				6,117.00
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d. Equipment					
e. Supplies	27,095.00				27,095.00
f. Contractual	167,340.00				167,340.00
g. Construction					
h. Other					
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k. TOTALS (sum of 6i and 6j)	\$ 232,367.00	\$	\$	\$	\$ 232,367.00
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SECTION C - NON-FEDERAL RESOURCES				
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10.				
11.				
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SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT				
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23. Remarks:	

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Ex. 6 Personal Privacy (PP)

EDUCATION

Air Quality Technical Training
Tribal Air Monitoring Center
Las Vegas EP, 2015

Air Quality Technical Training
Institute for Tribal Environmental Professionals
Northern Arizona University, 2014

PROFESSIONAL EMPLOYMENT

Pala Band of Mission Indians • EPA Clean Air Act Program, Pala Environmental Department • Air Quality Specialist • July 2014 – present

- Oversee the Clean Air Act program for the tribe.
- Currently monitoring for O3 and PM 2.5 pollutants of EPA's National Ambient Air Quality Standards that are reported quarterly.
- Implementation of air quality programs for the community.
- Participates in regional tribal air monitoring quarterly meetings and annual conferences.
- Volunteer air quality monitoring instructor with the TAMS Center.
- Air quality tribal outreach for neighboring tribes
- Oversee the Indoor Air Quality program for the tribe.
- Updates emissions inventory for the tribe.
- Conducts research for air quality to prevent or improve air pollutants.
- Monitors and shares information with the community on air quality issues from wildfire.

Project Narrative File(s)

* **Mandatory Project Narrative File Filename:**

Add Mandatory Project Narrative File

Delete Mandatory Project Narrative File

View Mandatory Project Narrative File

To add more Project Narrative File attachments, please use the attachment buttons below.

Add Optional Project Narrative File

Delete Optional Project Narrative File

View Optional Project Narrative File



EPA KEY CONTACTS FORM

OMB Number: 2030-0020
Expiration Date: 06/30/2024

Authorized Representative: *Original awards and amendments will be sent to this individual for review and acceptance, unless otherwise indicated.*

Name:	Prefix:	First Name:	Middle Name:
		Robert	
	Last Name:		Suffix:
	Smith		
Title:	Chairman		
Complete Address:			
Street1:	PMB 50, 35008 Pala Temecula Road		
Street2:			
City:	Pala	State:	CA: California
Zip / Postal Code:	92059	Country:	USA: UNITED STATES
Phone Number:	760-891-3500	Fax Number:	
E-mail Address:	rsmith@palatribe.com		

Payee: *Individual authorized to accept payments.*

Name:	Prefix:	First Name:	Middle Name:
		Theresa	
	Last Name:		Suffix:
	Nieto		
Title:			
Complete Address:			
Street1:	PMB 50, 35008 Pala Temecula Road		
Street2:			
City:	Pala	State:	CA: California
Zip / Postal Code:	92059	Country:	USA: UNITED STATES
Phone Number:	7608913522	Fax Number:	
E-mail Address:	tnieto@palatribe.com		

Administrative Contact: *Individual from Sponsored Programs Office to contact concerning administrative matters (i.e., indirect cost rate computation, rebudgeting requests etc).*

Name:	Prefix:	First Name:	Middle Name:
		Shasta	
	Last Name:		Suffix:
	Gaughen		
Title:	Air Quality Specialist		
Complete Address:			
Street1:	PMB 50, 35008 Pala Temecula Road		
Street2:			
City:	Pala	State:	CA: California
Zip / Postal Code:	92059	Country:	USA: UNITED STATES
Phone Number:	7608913515	Fax Number:	
E-mail Address:	sgaughen@palatribe.com		

EPA KEY CONTACTS FORM

Project Manager: *Individual responsible for the technical completion of the proposed work.*

Name: **Prefix:** **First Name:** **Middle Name:**

Last Name: **Suffix:**

Title:

Complete Address:

Street1:

Street2:

City:

State:

Zip / Postal Code:

Country:

Phone Number:

Fax Number:

E-mail Address:

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read Instructions before completing form.

I. A. Applicant/Recipient (Name, Address, City, State, Zip Code)

Name:

Address:

City:

State: Zip Code:

B. DUNS No.

II. Is the applicant currently receiving EPA Assistance? ☒ Yes ☐ No

III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective actions taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7.)

V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

☐ Yes ☒ No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b).

☐ Yes ☐ No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. 7.70) applies.

VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its program or activities? (40 C.F.R. 5.140 and 7.95)

☒ Yes ☐ No

a. Do the methods of notice accommodate those with impaired vision or hearing?

☐ Yes ☒ No

b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications?

☒ Yes ☐ No

c. Does the notice identify a designated civil rights coordinator?

☐ Yes ☒ No

VIII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. 7.85(a))

☐ Yes ☒ No

IX. Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)

☐ Yes ☒ No

- X. If the applicant is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.**

Rebecca Johnson, HR Director, PMB 50, 35008 Pala Temecula Road, Pala, CA 92059, rjohnson@palatribe.com, 760-891-3500

- XI. If the applicant is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet Address for, or a copy of, the procedures.**

Yes. Personnel Policies and Procedures Attached.

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official

Shasta C Gaughen

B. Title of Authorized Official

Chairman

C. Date

03/25/2022

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. *Signature of Authorized EPA Official

B. Title of Authorized Official

C. Date

*** See Instructions**

Instructions for EPA FORM 4700-4 (Rev. 06/2014)

General. Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment). Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities. Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities. The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission. Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution. 40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972. 40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973. The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items "Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25. "Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed. "Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability. Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission. If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable." In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification. * Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

Other Attachment File(s)

* Mandatory Other Attachment Filename:

[Add Mandatory Other Attachment](#)

[Delete Mandatory Other Attachment](#)

[View Mandatory Other Attachment](#)

To add more "Other Attachment" attachments, please use the attachment buttons below.

[Add Optional Other Attachment](#)

[Delete Optional Other Attachment](#)

[View Optional Other Attachment](#)

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

03/25/2022

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

California

8. APPLICANT INFORMATION:

* a. Legal Name:

Pala Band of Mission Indians

* b. Employer/Taxpayer Identification Number (EIN/TIN):

95-2863815

* c. Organizational DUNS:

1771463620000

d. Address:

* Street1:

PMB 50, 35008 Pala Temecula Road

Street2:

* City:

Pala

County/Parish:

California

* State:

CA: California

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

92059-2423

e. Organizational Unit:

Department Name:

Pala Environmental Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Shasta

Middle Name:

* Last Name:

Gaughen

Suffix:

Title:

Organizational Affiliation:

Pala Band of Mission Indians

* Telephone Number:

7608913515

Fax Number:

* Email:

sgaughen@palatribe.com

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

I: Indian/Native American Tribal Government (Federally Recognized)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.034

CFDA Title:

Surveys, Studies, Research, Investigations, Demonstrations, and Special Purpose Activities
Relating to the Clean Air Act

* 12. Funding Opportunity Number:

EPA-OAR-OAQPS-22-01

* Title:

Enhanced Air Quality Monitoring for Communities

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Pala Tribal Community Air Monitoring Collaborative

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="232,367.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="232,367.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

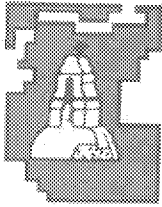
Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:



**PALA BAND OF
MISSION INDIANS**

PMB 50, 35008 Pala Temecula Road
Pala, CA 92059
Phone 760-891-3500 | Fax 760-742-1411

March 17, 2022

Grant Review Panel

United States Environmental Protection Agency
Enhanced Air Quality Monitoring for Communities Grant Program

Re: Letter of Commitment – Pala Tribal Air Monitoring Collaborative

Dear Grant Review Panel,

We would like to extend our thanks for the consideration of the Pala Tribal Air Monitoring Collaborative Project. We look forward to participating in this project and using the tools provided by the project to educate and empower our youth. This project will provide a valuable resource for students to track air pollution levels on the Pala Reservation and understand the importance of clean air in our community.

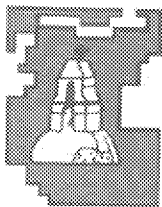
The Pala Environmental Department has a great relationship with the Pala Learning Center and has provided educational materials, activities, and internships for our youth. Understanding our local air quality using monitors that we can show to our students is a great way to engage them in Science, Technology, Engineering, and Math (STEM) subjects. The educational benefits of this program provide opportunities for more local and relevant lesson plans on wildfires, climate change, and environmental awareness.

Our Learning Center is committed to partnering with the Pala Environmental Department to provide education and awareness to the students in our community. We thank you for considering the Pala Tribal Air Monitoring Collaborative Proposal.

Sincerely,

A handwritten signature in cursive script that reads "Doretta Musick".

Doretta Musick, Director
Pala Learning Center
dmusick@palatribe.com



**PALA BAND OF
MISSION INDIANS**

PMB 50, 35008 Pala Temecula Road
Pala, CA 92059
Phone 760-891-3500 | Fax 760-742-1411

March 17, 2022

United States Environmental Protection Agency
Office of Air Quality Planning & Standards
4930 Old Page Road
Research Triangle Park
North Carolina, 27709

Dear Application Review Committee:

Thank you for your consideration of the Pala Tribal Air Monitoring Collaborative. We are excited to support the advancement of the air monitoring network on the Pala Reservation. This project will help our continued mission of educating our youth and strengthening our community.

The Pala Youth Center serves members and residents on the Pala Reservation. We host workshops and events that are aimed at empowering the next generation of Tribal youth. This project will provide educational resources on the harms of air pollution and measures for improving the health and wellness of our community.

We have a great working relationship with the Pala Environmental Department that provides outreach to youth in our community on environmental initiatives and activities. The Pala Youth Center is committed to educating Pala families on the impacts of air pollution in our community. We look forward to partnering with the Pala Environmental Department to create and share educational materials and activities at our center.

Thank you for considering this application and funding this very important project.

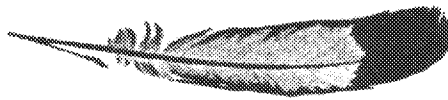
Sincerely,

April Cantu, Director
acantu@palatribe.com
Pala Youth Center

Norma M. Contreras
Chairwoman

Jack Musick Sr.
Vice-Chairman

Delia Gutierrez
Secretary



LA JOLLA BAND OF LUISEÑO INDIANS

22000 Hwy 76 Pauma Valley, CA 92061
P: (760)742-3771 | F: (760)742-1704

Larriann Musick
Treasurer

John Paipa
Council Member

March 17, 2022

Environmental Protection Agency
Enhanced Air Quality Monitoring for Communities Grant

RE: Letter of Support from the La Jolla Band of Luiseño Indians for the Pala Tribal Community Air Monitoring Collaborative

Dear Grant Application Review Panel,

The La Jolla Band of Luiseño Indians is pleased to support the Pala Band of Mission Indians on the Pala Tribal Community Air Monitoring Collaborative. The La Jolla Environmental Protection Office currently runs the EPA CAA §105 Air Quality Program on the La Jolla Reservation, and the program was started with assistance from the Pala Band of Mission Indians. We also partner with the Pala Environmental Department through the Southern California Tribal Air Monitoring Collaborative, and this project will help further our goals of improving awareness of air quality in our region.

One of the primary goals of the La Jolla Band of Luiseño Indians Air Quality Program is to provide baseline air quality data. Additional goals include educating the Tribal community about the importance of clean air and how they can reduce air pollution. The Pala Tribal Community Air Monitoring Collaborative emphasizes these goals and would help to provide a sharable framework and guidelines for communicating air quality issues and community engagement.

The La Jolla Band of Luiseño Indians is committed to helping the Pala Tribal Community Air Monitoring Collaborative. We are excited to be a part of this collaborative effort by assisting the Pala Band of Mission Indians with tribal engagement and knowledge sharing. We look forward to partnering with the Pala Tribe for this project and helping to further a collaborative network across tribal communities.

Sincerely,

Rob Roy
Director
La Jolla Band of Luiseño Indians
Environmental Protection Office

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Employee Handbook

Effective Date:

November 23, 2016

**Pala Band of Mission Indians
Employee Handbook**

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PALA BAND OF MISSION INDIANS EMPLOYEE HANDBOOK

INTRODUCTION - AT WILL EMPLOYMENT AND TRIBAL SOVEREIGNTY

This Employee Handbook ("Handbook") is established as a guideline for employees of the Pala Band of Mission Indians ("Tribe"), a sovereign Indian nation, and the Tribe as their employer.

This Handbook contains general statements and guidelines regarding the Tribe's policies and procedures. The Executive Committee of the Pala Band of Mission Indians ("Executive Committee") reserves the right in its sole discretion to add, delete, supplement, change or modify anything in this Handbook at any time, with or without prior notice.

Neither this Handbook, nor the Tribe's policies, nor any other work rule, policy nor procedure, written or oral, constitutes a contract of guaranteed or continuing employment. No statement, rule, policy or procedure in this Handbook or elsewhere is intended to be an express or implied promise of guaranteed employment or a commitment with regard to the duration of term of employment, wages, benefits, or any other term or condition of employment.

The employment relationship between the Tribe and its employees is *at will*. The employment of any employee of the Tribe may be terminated at any time, at the option of either the employee or of the Tribe, with or without prior notice. No one in the Tribe other than the Executive Committee has the authority to alter the at-will status of any employee, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. The Executive Committee may alter the employment at will arrangement only in a written agreement signed by both the Executive Committee and the affected employee.

This Handbook applies to all employees of the Tribe. It is the responsibility of each employee to become familiar with and to comply with the policies and procedures outlined in this Handbook. Although some departments may adopt their own operating procedures, those procedures may not conflict with this Handbook. In the event of a conflict or inconsistency between departmental operating procedures and this Handbook, the Handbook shall be followed and shall govern.

The Pala Band of Mission Indians is a sovereign Indian nation, recognized by the United States as a sovereign tribal government. As such, the Tribe has the power to regulate its own affairs and members, and to govern its own sovereign territory. Accordingly, the Tribe is free to enact its own laws, and be ruled by them, and absent its own consent, or that of Congress, the Tribe is not subject to the power or authority or law of any other jurisdiction. Nothing in this Handbook or the Tribe's policies, procedures, or guidelines may be construed as a relinquishment of the Tribe's sovereign authority, and the Tribe in no way consents to the jurisdiction or authority of the United States, the State or any local governmental entity by virtue of adopting these policies, procedures and guidelines for the governance and administration of its employment relationships.

When employed by the Tribe, all employees consent to the exclusive jurisdiction of the Tribe. Employees consent to the application of the Tribe's policies and guidelines, both substantive and procedural, regarding any and all proceedings, matters, and things relating to the employment relationship with the Tribe.

The Executive Committee is the Tribe's governing body, empowered by the Tribe's Constitution to plan and manage the Tribe's economic and governmental affairs. In the exercise of its sovereign authority, and of its rights as an employer, the Tribe reserves the right to update and/or to change any of these policies, procedures, and guidelines at any time.

Nothing contained in this Handbook or the Tribe's policies, procedures, or guidelines is in any way intended to negate or undermine the Tribe's sovereignty (including its right of sovereign immunity), submit the Tribe to the jurisdiction of any state or federal authority, or create legally enforceable rights on the part of any employee.

Violation of any of the Tribe's policies may result in disciplinary action, up to and including termination of employment.

This Handbook replaces any previous Personnel Policies and Procedures of the Tribe.

CHAPTER I SELECTION - HIRING, PROMOTION AND TRANSFER

SECTION 1. SELECTION POLICY

In the exercise of the Tribe's discretion to hire new employees or promote or transfer current employees, the person deemed to be best qualified to perform the job requirements will be selected.

SECTION 2. EQUAL EMPLOYMENT OPPORTUNITY & INDIAN PREFERENCE

A. Equal Employment Opportunity.

The Tribe is an equal opportunity employer. The Tribe will make decisions regarding employment without regard to race, color, national origin, ancestry, sex, sexual orientation, age, religion, creed, physical or mental disability, medical condition, marital status, citizenship status, or military service status.

B. Indian Preference.

The Tribe affords preference in employment, to the greatest extent feasible, to Tribal Member and Indian applicants who meet the minimum job qualifications for the position. It is the responsibility of the job applicant to provide satisfactory evidence of his/her status as a member of a federally recognized tribe in order to qualify for Indian preference.

As between two applicants who have equal qualifications for a position, one Indian and the other non-Indian, the Tribe will apply Indian preference to benefit the Indian applicant.

Order of Preference. The Tribe affords preference in employment in the following order:

1. Members of the Pala Band of Mission Indians.
2. Members of other federally recognized Indian tribes.

C. Verification of Status

Consistent with federal immigration laws, the Tribe verifies the identity and legal authorization to work of all employees. In keeping with this obligation, the Tribe inspects documentation that shows identity and legal authorization to work in the United States, and each applicant and employee must attest to his/her identity and legal authorization to work on a federal government form to be supplied by the Tribe. All offers of employment and continued employment are conditioned upon furnishing satisfactory evidence of identity and legal authorization to work in the United States.

SECTION 3. NEW HIRES AND INTRODUCTORY PERIOD

New employees should receive an orientation to the job requirements conducted by their immediate supervisors, a copy of the job description for the position, and this Handbook. The new employee should sign the Acknowledgment of Receipt of this Handbook and provide it to the Human Resources Department.

Newly-hired employees must serve an introductory period of three (3) months at the end of which time their performance will be evaluated. During this introductory period, newly-hired employees will not receive health care and other benefits but will accrue vacation and sick leave (which may not be taken or used until the conclusion of the introductory period). Pala Fire Department Employees please refer to PFD Supplement Pg. 3, Section 1, C.1.

Introductory periods may be extended at the discretion of the evaluator(s). Employment is not guaranteed for the entire three (3) months of the introductory period. Completion of the introductory period does not alter the at-will nature of the employment relationship with the Tribe.

Newly-promoted employees must also serve a three (3) month introductory period in their new positions. A newly-promoted employee may be returned to his/her former position if, during or at the conclusion of the three (3) month introductory period, the Tribe decides that the newly-promoted employee should not remain in the new position and the employee's former position remains available.

When an employee takes time off during his/her introductory period, the introductory period will be extended by a period of time equal to the time off taken by the employee.

SECTION 4. EVALUATION OF QUALIFICATIONS

Applicants shall be required to provide any information and complete any examinations necessary to demonstrate qualification for the open position.

Depending upon the nature of the open position, applicants may be required to undergo written, oral, performance, physical ability, background, medical and/or other evaluation procedures.

SECTION 5. NEPOTISM

No employee may directly supervise or be supervised by a member of his/her immediate family. An immediate family member is a spouse or registered domestic partner, son, daughter, father, mother, niece, nephew, uncle, aunt, immediate in-laws, or anyone living in the same household as the applicant or employee.

However, it is realized that the Tribe is a relatively small, tight-knit community. Therefore, the Tribe reserves to itself the authority to waive the nepotism policy in special circumstances where the Tribe would not be adversely affected. The Chairperson is authorized to waive the policy in such special circumstances. The Tribe expects the Chairperson to safeguard the use of this "common sense" nepotism policy. In cases where an applicant is related to the Chairperson or to a member of the Executive Committee, the Chairperson or Executive Committee member will abstain from participation in the selection process.

SECTION 6. PROMOTION

A promotion is the assignment of an employee from a position in one class to a position in another class having a higher starting salary and greater responsibilities. In order to encourage career development, current employees of the Tribe may be given first opportunity to be promoted to a vacant position, prior to that position becoming open to the general public.

SECTION 7. TRANSFER

Where a position is vacant, a transfer of a current employee to the vacant position, provided the vacant position does not involve promotion, may be effected upon request of the employee to the appropriate department or program head(s), or may be effected for administrative convenience, provided that the employee is qualified to perform the duties of the position to which the transfer is contemplated. Whether a transfer request will be granted is at the discretion of the Tribe.

CHAPTER II COMPENSATION, TRAVEL AND TRAINING

SECTION 1. ENTRY LEVEL COMPENSATION

A new employee will be compensated at the minimum salary associated with the employee's position. A newly promoted employee will be compensated at the minimum salary associated with the new position. In exceptional circumstances, the Chairperson may authorize hiring at above the minimum salary in accordance with policies established by the Executive Committee.

SECTION 2. INDIVIDUAL INCREASES

Individual increases may be granted upon recommendation of Department or Program Heads, who shall give careful consideration to the work performance and conduct of each employee. Such recommendations must be approved by the Chairperson in accordance with policies established by the Executive Committee, provided that no employee may be compensated at a rate that exceeds the budget for such position.

SECTION 3. HOURS OF WORK, OVERTIME, AND EXEMPT/NON-EXEMPT STATUS

Tribe employees are normally scheduled to work an eight (8) hour day. Starting and ending times may vary by Department or within Departments. Each employee will be assigned specific hours of work by the Department Head.

The Tribe follows the standards set forth in federal law for the sole purpose of determining the exempt or non-exempt status of an employee. An exempt employee is one who is not eligible for overtime pay. A non-exempt employee is one who is paid overtime for all overtime hours worked.

Non-exempt employees are required to accurately record their daily work time. Non-exempt employees must record the times at which they commence work each day, take their lunch break, return from lunch break, and leave for the day. Non-exempt employees may take fifteen (15) minute rest periods for each four (4) hours worked which should be taken at a time not disruptive to work flow. Employees are entitled to a lunch break which may vary between one-half (1/2) and one (1) hour, depending upon the Department and the job position. Employees should take their lunch breaks at times arranged in advance with their supervisors. Employees should not arrive at work late or leave early in lieu of taking a lunch or rest breaks.

Exempt employees' duties shall include evening work and weekend assignments from time to time, as the activities of the Tribe require.

On occasion, a non-exempt employee may be required to work overtime when business needs warrant it. A non-exempt employee may not work overtime without the advance, written approval of his/her supervisor. A non-exempt employee who is required to work overtime will be compensated for all authorized overtime at a rate of time and one half the regular rate of pay for hours worked over 40 in a workweek, and twice the regular rate of pay for hours worked on the Tribe's recognized holidays.

Tribe employees engaged in law enforcement and/or fire protection are subject to special overtime requirements which are published within their respective departments. Pala Fire Department Employees please refer to PFD Supplement Pg. 6, Section 2 C.

SECTION 4. PAYROLL

Employees are paid bi-weekly on the dates set forth in the annual payroll calendar. Each check includes pay for regular work performed through the completion of the previous pay period. When a payday falls on a holiday observed by the Tribe, employees will be paid the preceding business day. Employees can receive their bi-weekly pay via direct deposit to the financial institution of their choice or by check.

The Tribe takes deductions for state and federal income taxes, social security and state disability insurance from each employee's pay.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the immediate supervisor so that correction can be made as quickly as possible.

SECTION 5. TRAVEL AND OTHER EXPENSE REIMBURSEMENT

With the approval of the Chairperson, and of the Department or Program Head for an employee who is not a Department or Program Head, the Tribe may require or allow an employee to attend a professional conference or convention, legislative proceeding, civic function, or meeting for the purpose of coordinating with governmental and private agencies that are of interest to the Tribe. The Tribe will reimburse employees for authorized reasonable business travel expenses incurred while on such approved official travel. Employees are required to submit receipts for all costs for which reimbursement is sought. In no event will an employee be reimbursed for expenses that exceed the Tribe's prevailing reimbursement rates. Travel costs include lodging, meals, airfare, car rental and/or use of privately owned vehicles, taxis, and parking. Use of a personal vehicle must be authorized in advance and will be reimbursed according to the Tribe's established rate.

The Tribe will also reimburse employees for other authorized business-related expenses, such as uniforms, equipment, and tools, in the event that any such authorized expense is initially paid by the employee.

SECTION 6. TRAINING

The Tribe may pay for reasonable training expenses for employees provided the training is directly related to the employee's current position or will have direct future relevance to the employee's career with the Tribe. All training must be approved in advance by the employee's supervisor and is subject to budgetary constraints. If an employee fails to attend and complete an approved training course, the employee shall reimburse the Tribe for all costs associated with the training, including paid time off taken during work to attend the training.

SECTION 7. TUITION REIMBURSEMENT

The Tribe may provide tuition reimbursement to a regular full-time employee who has completed his/her three month introductory period and is in good standing in his/her department, subject to budgetary constraints and the overall needs of the Tribe.

Courses must be taken through an accredited college or university and must be directly related to the employee's current position or have direct future relevance to the employee's career with the Tribe.

Written approval must be obtained from the employee's Department Head in advance of enrollment in order to qualify for tuition reimbursement. Employees must maintain a "B" average in order to receive reimbursement. Employees must agree in advance to reimburse the Tribe for all tuition reimbursement(s) received if they voluntarily leave employment within two (2) years of completing a reimbursed course.

CHAPTER III PERFORMANCE EVALUATION

SECTION 1. PERFORMANCE EVALUATION POLICY

Evaluation of employees' performance is a continuing process by which supervisors give feedback to subordinates — providing constructive criticism and assistance when a task is being performed less than well or offering positive reinforcement when a task is being performed properly.

Formal performance evaluation is designed to help the supervisor and employee measure how well the employee is doing his/her job, to identify areas of performance needing improvement, and to provide a tool for management decisions regarding training, assignment, salary, promotion, and retention of employees.

SECTION 2. PERFORMANCE EVALUATION

Supervisors should endeavor to evaluate the work performance of their subordinates at the end of the three (3) month introductory period, and then annually on or before the anniversary date of the employee's employment or last promotion.

The supervisor should provide a copy of the written performance evaluation to the employee, discuss the evaluation with the employee, and counsel the employee regarding his/her career and any necessary or desirable improvements in performance.

CHAPTER IV
ABSENCE FROM WORK, LEAVES OF ABSENCE AND BENEFITS

SECTION 1. ATTENDANCE

A. Tardiness

Each employee is expected to be present and ready to begin work at the normally scheduled time that he/she is required to report to work. If an employee will be unable to begin work at the normally scheduled start time, the employee must contact his/her supervisor as soon as the employee becomes aware that he/she will be late to work and not later than one (1) hour prior to the scheduled start time. Failure to call in and provide the notice required and/or repeated tardiness shall subject the employee to disciplinary action, up to and including termination of employment.

An employee failing to report for duty or to remain at work as scheduled without proper notification, authorization, or excuse shall be considered absent without leave and shall be subject to disciplinary action, up to and including termination of employment.

Absence without leave for two (2) consecutive days of the employee's schedule constitutes abandonment of duties, which may result in dismissal.

B. Calling in When Absent

Unscheduled absences place an unfair burden on co-workers and should be avoided. In the event of an unscheduled absence, an employee must notify his/her supervisor as soon as the employee becomes aware that he/she will be absent and no later than one (1) hour prior to the scheduled start time. An employee who is absent from work for one (1) day without notifying his/her supervisor will receive a written warning for failing to call and report the unscheduled absence. An employee who is absent from work for two (2) or more consecutive days without notifying his/her supervisor shall be deemed to have abandoned the employee's position with the Tribe, and his/her employment may be terminated. Employees shall be subject to disciplinary action up to and including termination for repeated or excessive unscheduled, unapproved absences. Pala Fire Department Employees please refer to PFD Supplement Pg. 5, Section 1 E.

SECTION 2. HOLIDAYS

Holidays recognized by the Pala Band of Mission Indians are as follows:

Employee Birthday	Veteran's Day
New Year's Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day after Christmas
Labor Day	American Indian Day

Other holidays may be declared by the Executive Committee in its sole discretion. Pala Fire Department Employees please refer to PFD Supplement Pg. 8, Section 3 C.

Recognized holidays for employees of the Tribe shall be observed in accordance with the following provisions:

1. As many employees as possible shall be given each holiday off consistent with the maintenance of essential Tribal functions.
2. Full-time employees shall be entitled to paid holidays.
3. Part-time employees shall be entitled to paid holidays on a pro-rata basis if the holiday falls on a day the part-time employee was otherwise scheduled to work.
4. An employee who is required to work on a Tribally-recognized holiday shall receive overtime pay.
5. An employee absent without authorization and without earned leave on the working day immediately preceding and/or following the holiday shall be subject to disciplinary action.
6. Holidays falling within an employee's vacation period or within a period of absence properly charged to illness shall not be counted against vacation or sick leave.
7. Department Heads shall insure that eligible shift workers and other employees working unusual schedules receive the benefit of the full number of holidays through the payment of, or accrual of compensatory time, at a rate of one and one half (1.5) times the number of hours worked.
8. Holidays falling on Saturday shall be observed on the preceding Friday. Those falling on Sunday shall be observed on the following Monday.
9. Employee birthdays shall be taken during the month in which the birthday occurs, on a day scheduled in advance with supervisor approval.

SECTION 3. VACATION

All full-time employees earn vacation from the date of employment, but no vacation may be taken prior to the end of the three (3) month introductory period. Vacation is earned on the following schedule:

- Four (4) hours per pay period for full-time employees.
- Part-time employees earn vacation on a prorated basis.
- Temporary employees do not earn vacation.
- No vacation will be earned during a pay period if the employee is on leave without pay.

All employees are encouraged to take vacations annually, using all vacation in the year in which it is earned. An employee will be permitted to accumulate and carry over only up to 120 hours of accrued, unused vacation leave. Once an employee accrues the 120 hours, the employee will not accrue any further vacation until the employee uses some of the accrued vacation leave. If the employee uses enough vacation to fall below the maximum, he/she will resume earning vacation until the maximum of 120 hours is reached again.

Vacations are to be taken by arrangement with the employee's supervisor at times that are most convenient for the Tribe, although the individual's preference will be given consideration. When two (2) or more employees desire the same time and business needs require that only one (1) employee take vacation at a given time, the choice will be given to the employee with the greater length of service.

Employees will not be paid during employment in lieu of taking vacation. Employees will, however, be paid for accrued, unused vacation upon termination of employment. Pala Fire Department Employees please refer to PFD Supplement Pg. 7 Section 3 A.

SECTION 4. SICK LEAVE

All full-time employees earn sick leave hours at a rate of four (4) hours per pay period. At the end of the year, an employee will be permitted to carry over up to 120 hours of accrued, unused sick leave. Once an employee accrues the maximum 120 hours permitted, the employee shall not accrue any additional sick leave until the employee uses some of the accrued sick leave. Part-time employee earn sick leave on a pro-rated basis. Temporary employees do not earn sick leave.

Sick leave shall be administered according to the following rules:

- Sick leave shall be credited at the end of each pay period. Accrued sick leave may be taken at any time thereafter for illness, injury, or routine medical or dental appointments which cannot be reasonably scheduled outside of normal working hours, or in an emergency situation for the care of an immediate family member. A certificate from a physician or other health care provider may be required before paid sick leave is authorized.
- Sick leave shall be charged in one-hour increments.
- Sick leave credits are not transferrable between employees, except as provided in Chapter IV, Section 16.
- A doctor's excuse must be submitted after three (3) consecutive days of sick leave.

Employees abusing or attempting to abuse the use of sick leave shall be subject to disciplinary action, up to and including termination. Pala Fire Department Employees please refer to PFD Supplement Pg. 7 Section 3 B.

SECTION 5. ADMINISTRATIVE LEAVE

Administrative leave is leave which is not charged against vacation or sick leave. Administrative leave may be with or without pay. Administrative leave may be granted for a limited period in the sole discretion of the Chairperson upon recommendation of the employee's Department Head or as the Chairperson deems appropriate.

SECTION 6. EMERGENCY LEAVE

Employees instructed by the Tribe not to report for work or who cannot report for work because of inclement weather or disaster may be granted emergency leave with or without pay, subject to the approval of the Chairperson in his/her discretion

SECTION 7. MILITARY LEAVE

The Tribe will grant a leave of absence without pay to an employee who enlists, is drafted, or is recalled to active service in the armed forces of the United States in order to perform military duties or to fulfill any other military obligations. For the sole purpose of determining the period of time for which the Tribe will grant a military leave of absence and reemployment after duty is completed, the Tribe follows the standards set forth in federal law. An employee called to participate in military duty shall furnish the Human Resources Department with copies of his/her official military orders.

SECTION 8. JURY DUTY/COURT APPEARANCE FOR TRIBE

An employee summoned to jury duty will receive full pay for absence due to jury duty for a maximum of five (5) days. Additional pay for jury duty shall ordinarily not be provided because of the disruption to the workplace caused by absence in excess of that amount. However, the Chairperson may approve, in his/her discretion, pay for jury duty in excess of five (5) days. Unpaid leave for jury duty shall be granted for the duration of the court proceeding. The employee must provide proof satisfactory to the Tribe of jury duty served.

An employee who appears before or participates in any civil or criminal court proceeding by virtue of employment with the Tribe shall be granted leave with full pay.

SECTION 9. BEREAVEMENT LEAVE

In the event of the death of an immediate family member (*i.e.*, spouse or registered domestic partner, grandparent, parent, sibling, child, grandchild) the employee shall receive up to three (3) days of paid leave.

SECTION 10. VOTING

Employees shall be allowed up to two (2) hours paid time off to vote in any official statewide election.

SECTION 11. CHILDREN'S SCHOOL VISITS AND ACTIVITIES

An employee who is the parent, guardian or grandparent having custody of any child attending school (through the 12th grade) or in a licensed day care program (for children under the age of 5) may take up to 40 hours of time off per year (but limited to no more than eight (8) hours per calendar month) to participate in school or day care activities. Vacation time may be taken for this reason or the employee may choose to take the time off as an unpaid absence. The employee is expected to give his/her supervisor reasonable advance notice of their intent to take time off to visit a child's school or to participate in school activities. The Tribe reserves the right to require an employee who takes such leave to provide the Tribe with documentation from the school or day care facility concerning the employee's visits to the school or daycare facility or participation in its activities.

SECTION 12. FAMILY CARE AND MEDICAL LEAVE

The Tribe affords eligible employees up to twelve (12) workweeks of Family Care and Medical Leave ("FCML") in a twelve (12) month period if the employee has worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FCML leave.

A. Employee Eligibility Criteria

To be eligible for FCML leave, the employee must have been employed by the Tribe for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FCML leave.

B. Events That May Qualify an Employee for FCML Leave

Employees are eligible for FCML leave in the following circumstances:

1. For reason of the birth of a child of the employee or the placement of a child with the employee in connection with the adoption or foster care of the child by the employee. Leave for this purpose must conclude within one year of the qualifying birth, adoption or foster care placement. If both parents are employed by the Tribe and eligible for FCML leave for this purpose, they will be eligible for up to a combined total of twelve (12) weeks FCML leave for this purpose.
2. Because of the employee's own serious health condition that makes the employee unable to perform the functions of his/her position
3. To care for a spouse, child, or parent who has a serious health condition.
4. Where the employee's spouse, child or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation, the employee may use FCML leave to address certain qualifying exigencies such as attending military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

An employee may be eligible for up to 26 weeks of unpaid FCML during a single twelve (12) month period to care for a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his/her duties, for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list.

C. Serious Health Condition

A "serious health condition" is an illness, injury (including an on the job injury), impairment, or physical or mental condition that involves (1) inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care, or (2) continuing treatment by a health care provider, that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school or daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

D. How FCML Leave May Be Taken

FCML leave can be taken in one or more periods, but may not exceed twelve (12) workweeks total for any purpose in any twelve (12) month period, as described below, for any one or combination of the above-described situations. "Twelve (12) workweeks" means the equivalent of twelve (12) of the employee's normally scheduled workweeks. For a full-time employee who works five (5) eight (8) hour days per week, "twelve workweeks" means 60 working days.

The "twelve (12) month period" by which entitlement to twelve (12) weeks of FCML leave is calculated is the twelve (12) month period measured backward from the date the employee commences any FCML leave.

E. Pay During FCML Leave

An employee on FCML leave because of his/her own serious health condition must use all accrued paid sick leave and may use any or all accrued paid vacation time at the beginning of any otherwise unpaid FCML leave period.

An employee on FCML leave for child care or to care for a spouse, parent, or child with a serious health condition may use any or all accrued paid vacation at the beginning of any otherwise unpaid FCML leave.

All other FCML leave is unpaid leave.

The receipt of vacation pay or sick leave pay will not extend the length of the FCML leave.

Vacation and sick leave accrue during any period of unpaid FCML leave only until the end of the month in which unpaid leave began.

F. Health Benefits During FCML Leave

During FCML leave, not to exceed twelve (12) workweeks in a twelve (12) month leave year, or in the case of FCML leave to care for a covered service member with a serious injury or illness, the Tribe will continue to pay its share of the employee's medical insurance on the same terms as if the employee had continued to work. If paid leave is substituted for unpaid leave, the Tribe will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the leave is unpaid, the employee will be responsible for paying his/her portion of the health plan premium. In some cases, the Tribe may recover premiums paid for maintaining an employee's health coverage if the employee fails to return to work from FCML leave.

G. Length of Service

An employee on approved FCML leave remains an employee, and the leave will not constitute a break in service. An employee who returns from FCML leave will return with the same length of service he/she had when the leave commenced.

H. Medical Certifications

An employee requesting FCML leave because of his/her own or a relative's serious health condition must provide written certification from a health care provider on a form supplied by the Tribe.

Failure to provide the required certification in a timely manner (within fifteen (15) days of the leave request) may result in denial of the leave request.

If the Tribe has reason to doubt the medical certification supporting a leave because of the employee's own serious health condition, the Tribe may request a second opinion by health care provider of its choice (paid for by the Tribe). If the second opinion differs from the first one, the Tribe will pay for a third, mutually agreeable, health care provider to provide a final and binding opinion.

Recertifications are required if leave is sought after expiration of the time estimated by the health care provider. Failure to submit required recertifications can result in termination of FCML leave.

I. How FCML Leave Is Requested and Scheduled

All FCML leave must be scheduled as follows:

1. An employee should apply for FCML leave by requesting a Request for Leave form from Human Resources and submitting the completed form to Human Resources. If the employee is unable to complete the Request for Leave form, the employee shall, at minimum, provide verbal notice sufficient to make the Tribe aware that the employee needs to use FCML leave and the anticipated timing and duration of the leave.
2. Employees should provide not less than 30 days' notice, or such shorter notice as is practicable, for foreseeable childbirth, placement of a child in connection with adoption or foster care, or any planned medical treatment for the employee or his/her spouse, child, or parent. Failure to provide such notice may be grounds for denial of a leave request, except if the need for FCML leave was an emergency or was otherwise unforeseeable.
3. Where possible, employees must make a reasonable effort to schedule foreseeable planned medical treatments so as not to unduly disrupt the Tribe's operations.
4. If FCML leave is taken because of the employee's own serious health condition or the serious health condition of the employee's spouse, parent, or child, the leave may be taken intermittently or on a reduced leave schedule when medically necessary, as determined by the health care provider of the person with the serious health condition.
5. If FCML leave is taken because of the birth of the employee's child or the placement of a child with the employee for adoption or foster care, the minimum duration of leave is two weeks, except that the Tribe will grant a request for FCML leave for this purpose of at least one day but less than two (2) weeks' duration on any two (2) occasions.
6. If an employee needs intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment for the employee or the employee's spouse, parent, or child, the employee may be transferred temporarily

to an available alternative position for which he/she is qualified that has equivalent pay and benefits and that better accommodates recurring periods of leave than the employee's regular position.

7. In most cases, the Tribe will respond to an FCML leave request within two days of acquiring knowledge that the leave is being taken for an FCML-qualifying reason and, in any event, within ten (10) days of receiving the request. If an FCML leave request is granted, the Tribe will notify the employee in writing that the leave will be counted against the employee's FCML leave entitlement.
8. While on leave, the employee must contact the Human Resources Department every 30 days regarding the status of his/her condition and intent to return to work. In addition, notice must be given as soon as practicable (within two business days where feasible) if the dates of leave change, are extended, or were initially unknown.

J. Return to Work

Upon timely return at the expiration of the FCML leave period, an employee (other than a "key" employee whose reinstatement would cause serious and grievous economic injury to the Tribe's operations) will be reinstated to the same or an equivalent position, with equivalent pay, benefits, and other employment terms unless the same position and any equivalent position(s) have ceased to exist because of legitimate business reasons unrelated to the employee's FCML leave.

Before an employee will be permitted to return from FCML leave taken because of his/her own serious health condition, the employee must obtain a certification from his/her health care provider that he/she is able to resume work.

If an employee can return to work with limitations, the Tribe will evaluate those limitations and, if possible, reasonably accommodate the employee. If reasonable accommodation cannot be made, the employee will not be returned to work.

An employee who does not resume work on the first scheduled workday following the expiration date of his/her FCML leave will be considered to have resigned.

K. Limitations on Reinstatement

The Tribe may refuse to reinstate a "key" employee if the refusal is necessary to prevent substantial and grievous economic injury to the Tribe's operations. A "key" employee is an exempt salaried employee who is among the highest paid ten-percent (10%) of the Tribe's employees within 75 miles of the employee's worksite.

A "key" employee will be advised in writing at the time of a request for, or if earlier, at the time of commencement of, FCML leave that he/she qualifies as a "key" employee and the potential consequences with respect to reinstatement and maintenance of health benefits if the Tribe determines that substantial and grievous economic injury to the Tribe's operations will result if the employee is reinstated from FCML leave. At the time it determines that refusal is necessary, the Tribe will notify the "key" employee in writing of its intent to refuse reinstatement and will explain the basis for finding that the employee's reinstatement would cause the Tribe to suffer substantial

and grievous economic injury. If the Tribe realizes after the leave has commenced that refusal of reinstatement is necessary, it will give the employee at least ten (10) days to return to work following the notice of its intent to refuse reinstatement.

L. Employment During Leave

An employee on FCML leave may not accept employment with any other employer. An employee who accepts such employment will be deemed to have resigned from employment at the Tribe.

An employee with a serious health condition whose period of FCML leave has expired may apply to the Tribe for a further approved leave of absence for medical reasons. The decision as to whether or not to grant such a further leave will be in the discretion of the Tribal Chairperson who shall consider the overall circumstances, including the hardship to the Tribe's operations posed by continuing leave, in determining whether or not to grant a continued leave of absence and, if so, for what period of time.

SECTION 13. WORKERS' COMPENSATION

The Tribe maintains workers' compensation insurance coverage for its employees. This insurance reimburses employees for medical expenses and provides substitute income (in appropriate circumstances) for losses which are the result of injury arising in the course and scope of employment.

SECTION 14. INSURANCE AND OTHER BENEFITS

Full-time employees and part-time employees who work more than 30 hours per week are eligible for (i) medical, dental, vision, life and long term disability insurance through the Tribe's insurance providers, subject to any waiting periods required by the Tribe's insurance policies, and (ii) a 401(K) investment plan after one (1) full year of employment with the Tribe. Part-time employees who work less than 30 hours per week, and temporary employees (full-time or part-time) are not eligible for these benefits.

SECTION 15. PERSONAL LEAVE

The Tribe believes that its vacation and holiday policies are sufficient so that additional time off should not be necessary. There may, however, be occasional exceptions for important personal reasons. With Chairperson approval and in the sole discretion of the Tribe, a Department Head may authorize an unpaid personal leave of absence for a short period of time. In determining whether a request for personal leave will be granted, the Tribe will consider such factors as the employee's work performance and conduct, the Department work load, the effect of the personal leave on other employees, and the basis for the employee's request.

SECTION 16. LEAVE SHARE POLICY

A. Definitions.

The following definitions shall apply to this Section:

1. Employee means any person who is employed by the Tribe and is entitled to accrue sick leave and/or vacation leave.
2. Donee means the employee receiving the donation of vacation and/or sick leave.

3. Donor means the employee making the donation of vacation and/or sick leave.
4. Serious Medical Emergency means a serious medical condition of the Donee that will require the prolonged absence of the Donee from work and will result in a substantial loss of income to the Donee because the Donee will have exhausted all paid leave available. Whether a condition qualifies as a Serious Medical Emergency, for purposes of this Policy, shall be determined by the Executive Committee, in its sole discretion.

B. Donee Eligibility Criteria.

An employee who meets the following criteria, as determined by the Executive Committee, may be a Donee under this policy:

1. The employee suffers from a Serious Medical Emergency.
2. The employee has been continuously employed with the Tribe for at least one (1) year, and is eligible to receive paid vacation and/or sick leave.
3. The employee has exhausted all other paid leave balances prior to the receipt of leave through this policy.
4. The employee has not been disciplined for excessive tardiness or unapproved absences within the twelve (12) months prior to the request for leave under this policy.

C. Donor Eligibility Criteria

An employee who meets the following criteria, as determined by the Executive Committee, may be a Donor under this policy:

1. The employee has been continuously employed with the Tribe for at least one (1) year and is eligible to receive paid sick leave.
2. The employee has accumulated at least 40 hours of vacation or sick leave.

D. Administration of Leave Share Policy

The Leave Share policy shall be administered as follows:

1. Donors may donate, in one hour increments, up to 40 hours of vacation and/or sick leave at one time and may not donate more than 40 hours to a Donee. All leave donations shall be deducted from the Donor's compensable leave balance.
2. Sick leave hours may not be donated retroactively, and thus may not cover any period of absence that occurred prior to the determination of an employee's eligibility under this policy.

3. Leave donated pursuant to this policy shall be calculated per hour and on a one-for-one basis, without regard to the salary of the Donor, to be paid at the Donee's regular rate of pay.
4. A Donee may receive a maximum of twelve (12) weeks of leave donated under this policy.
5. Any donated leave that is not expended by the Donee shall be credited back to the Donor(s).
6. Donated leave will cover only the Donee's normal salary/wages. This policy will not affect the Donee's rights and obligations under any Tribal benefits policy.
7. If an employee experiences a Serious Medical Emergency and has depleted or nearly depleted his/her paid leave balances, the employee may submit a Leave Share Request Application Form to Human Resources, certifying that he/she is experiencing a Serious Medical Emergency.
8. Human Resources will review the application form for completeness and submit the Form along with all of its attachments to the Executive Committee.
9. The Executive Committee will determine, in its sole discretion, whether the employee's request for shared leave under this policy will be granted and will communicate that decision to Human Resources.
10. If an employee's application for shared leave has been approved, Human Resources will work with the Donee, or his/her designee, in determining how to obtain voluntary leave donations from employees wishing to make a voluntary donation of vacation or sick leave. Human Resources will ensure that any information the employee requests to be kept confidential in connection with the request for shared leave remains confidential.

CHAPTER V STANDARDS OF CONDUCT & DISCIPLINE

SECTION 1. AT WILL EMPLOYMENT.

If an employee's work performance or conduct falls below what is expected of him/her, the employee may receive counseling from the employee's supervisor. Employees are reminded, however, that employment with the Tribe is at will at all times, and that counseling may or may not be provided, in the sole discretion of the Tribe.

SECTION 2. EMPLOYEE RESPONSIBILITIES AND DISCIPLINARY ACTION

The successful business operation and reputation of the Tribe requires ethical conduct of its employees. Each employee is responsible to the Tribe and its members, customers, and partners to act in a way that will merit the continued trust and confidence of the Tribe's membership and the public. The Tribe expects its employees to refrain from any illegal, dishonest, or unethical conduct. In general, the use of good judgment, based on highest ethical principles, should guide employees with respect to what is acceptable

conduct. Should a situation arise wherein it is difficult to determine the proper course of action, the matter should be discussed with the immediate supervisor and, if necessary, with the Chairperson.

Employees are expected to observe certain standards of job performance and conduct. When job performance or conduct fails to meet the Tribe's standards, the Tribe will endeavor, when in its sole discretion it deems appropriate, to provide employees with a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he/she will be subject to disciplinary action, up to and including termination.

The policies set forth below are intended to provide employees with examples of conduct and performance issues which may lead to disciplinary action, up to and including termination. It is not possible, however, to provide an exhaustive list of all types of impermissible conduct and performance. Therefore, employees should be aware that conduct not specifically listed below, but which adversely affects the Tribe, its business and governmental affairs or the employee's co-workers, may also result in disciplinary action, up to and including termination.

Employees may be subjected to disciplinary action, up to and including termination, for the following:

1. poor work performance;
2. misconduct on the job, or misconduct off the job that materially or adversely affects the Tribe;
3. illegal, unethical, abusive or unsafe acts;
4. activities constituting a conflict of interest (*i.e.*, activities designed to influence a decision that may result in personal gain for that employee or for a relative as a result of the Tribe's business dealings);
5. violation of the policies and procedures outlined in this Handbook and/or in separate policies and procedures of the Tribe;
6. insubordination;
7. neglect or abandonment of assigned duties;
8. foul or abusive language;
9. participation in prohibited solicitation;
10. abuse of sick leave or other benefits;
11. excessive tardiness or absence without leave;
12. falsification of Tribe official documents or records;
13. being under the influence of an illegal drug or alcohol while on duty;
14. sleeping on the job;

15. waste, damage, or unauthorized use of Tribal property or supplies;
16. unauthorized use or disclosure of Tribe information;
17. violation of safety or operating rules, including failure to report immediately to a supervisor any accident or injury on the job;
18. fighting on the job or threatening bodily harm to others while on the job;
19. harassment of fellow employees, including but not limited to, sexual harassment;
20. carrying or possessing weapons of any kind on Tribe premises;
21. falsification of employment application, time records, or any other Pala Tribe reports, records, books, or documents;
22. theft or other dishonest conduct;
23. smoking in non-smoking areas;
24. unauthorized use or removal of Tribe property or of another employee's personal property;
25. confrontation with customers or co-workers;
26. unauthorized disclosure, use, or theft of confidential or proprietary information, or breach of the Confidentiality and Non-Disclosure Agreement for Tribal Employees;
27. working for a competitor, consultant, or customer or engaging in self-employment in competition with the Tribe; or,
28. accepting personal remuneration from customers, consultants, agencies, or members of the public for matters involving the Tribe.

Nothing in this policy statement alters the at-will nature of employment with the Tribe or creates a contract of guaranteed or continuing employment with the Tribe. Either the employee or the Tribe may terminate employment at any time, with or without prior notice or cause.

SECTION 3. REDUCTION IN PAY AND DEMOTION

A supervisor may recommend a reduction of an employee's pay within the pay range for the position or demotion to a lower position. The basis for the action should be reviewed with the Human Resources Department and approved by the Tribal Chairperson before the action is taken.

SECTION 4. DISMISSAL

Supervisors are authorized to recommend dismissal of an employee. The basis for the action should be reviewed with the Human Resources Department and approved by the Tribal Chairperson before the action is taken.

SECTION 5. SUBSTANCE ABUSE POLICY

The Tribe is committed to maintaining a drug-free workplace and employing a drug-free workforce. To achieve these goals, the Tribe has a strict policy regarding the use and possession of drugs, legal or illegal, and alcohol on the premises of the Tribe. For purposes of this policy, a drug will be considered an "illegal drug" if its use is prohibited or restricted by federal law and an employee improperly uses or possesses the drug, regardless of whether such conduct constitutes an illegal act or whether the employee is criminally prosecuted and/or convicted for such conduct.

Accordingly, the Tribe will take affirmative steps to eliminate the abuse of alcohol, illegal drugs, and other controlled substances in the workplace. All employees must perform their duties safely and efficiently, and the presence of drugs or alcohol in the workplace, or employees reporting to work under the influence of drugs or alcohol, are strictly prohibited. All employees of the Tribe and applicants for employment with the Tribe are subject to this policy.

Employees shall not be at work under the influence of alcohol or drugs, shall not use alcohol or drugs while working, and shall not possess alcohol or drugs while at work, in Tribe vehicles, while operating Tribe equipment, or at work locations, and shall not sell or provide alcohol or drugs to any other employee or person while working. Prescribed drugs from the employee's physician or dentist are exempt from this policy only if such prescribed use is permitted by federal law.

A. Applicants for Employment

All applicants for employment with the Tribe may be required to submit to mandatory drug testing after an offer of employment has been made and prior to commencing performance of the job duties of the position for which the job offer was made. Upon being offered a position, an applicant must also sign a form consenting to screening for alcohol or illegal drugs at any time during employment as required by the Tribe.

Failure to submit to mandatory testing, or a positive test result, shall be grounds for withdrawal of the employment offer.

B. Current Employees

All employees of the Tribe, including part-time and temporary employees, may be required at any time, without prior notice, at the discretion of his/her supervisor in consultation with the Chairperson, to submit to testing for alcohol or illegal drug use. Failure to comply will be considered insubordination and shall result in disciplinary action, up to and including termination. A positive test for alcohol or illegal drug use may result in disciplinary action, up to and including termination.

C. Confidentiality

Laboratory reports or test results shall be maintained in a confidential medical file maintained separately from the personnel file of an employee or applicant. The results may be disclosed only on an "as needed" basis to the Tribal Chairperson, the Executive Committee, and/or the Human Resources Department.

D. Disciplinary Action

Breach of this policy in any respect may subject an employee to disciplinary action, up to and including termination. Thus, failure to provide written authorization for required drug and alcohol testing, failure to participate in the required testing, or a positive test for alcohol or drugs may result in denial of employment or disciplinary action, up to and including termination.

E. Payment for Testing

The Tribe will pay the cost of applicant and employee drug and alcohol testing.

F. Voluntary Assistance for Employees

Employees who have drug and/or alcohol use problems are urged to voluntarily initiate assistance through the services available to employees, including the Tribe's Employee Assistance Plan. The Tribe will be accommodating to an employee's voluntary rehabilitation effort, so long as the employee comes forward voluntarily to request accommodation to attend treatment before any conduct or performance problem arises in connection with the employee's work.

SECTION 6. PROHIBITION OF HARASSMENT

A. Sexual and Other Prohibited Harassment

The Tribe prohibits employment discrimination and harassment on the basis of sex, race, color, national origin, ancestry, sexual orientation, age, religion, creed, physical or mental disability, medical condition, marital status, citizenship status, or military service status. The Tribe also prohibits retaliation against an employee who has articulated a good faith concern about harassment or discrimination against him/her or against another individual on the basis of sex or the other enumerated bases on which discrimination and harassment are prohibited.

Harassment includes, but is not limited to:

- verbal harassment, such as epithets, derogatory comments, or slurs;
- physical harassment, such as assault, impeding or blocking movement, or any physical interference with normal work or movement directed at an individual; or
- visual forms of harassment such as derogatory posters, cartoons, or drawings.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors or other verbal or physical acts of a sexual or sex-based nature when (i) submission to that conduct is made either explicitly or implicitly a term or a condition of an individual's employment; (ii) an employment decision is based on an individual's acceptance or rejection of that conduct; or (iii) that conduct interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Examples of conduct that would be considered sexual harassment or constitute retaliation are presented in the "Statement of Prohibited Conduct" below. These examples are provided to illustrate the kind of conduct proscribed by this Policy. This list is not exhaustive.

The prohibited conduct exposes the individuals involved in that conduct to potential liability. The Tribe expects that employees will treat other employees with respect and dignity at all times.

B. Statement of Prohibited Sexual Harassment

The following conduct is illustrative of some of the conduct that violates the Tribe's Sexual Harassment Policy:

1. Physical assaults of a sexual nature, such as:
 - (i) rape, sexual battery, molestation, or attempts to commit these assaults; and
 - (ii) intentional physical conduct that is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body, or poking another employee's body.
2. Unwanted sexual advances, propositions or other sexual comments, such as:
 - (i) sexually oriented gestures, noises, remarks, jokes, or comments about a person's sexuality or sexual experience directed at or made in the presence of any employee;
 - (ii) preferential treatment or promises of preferential treatment to an employee for submitting to sexual conduct, including soliciting or attempting to solicit any employee to engage in sexual activity for compensation or reward; and
 - (iii) subjecting, or threats of subjecting, an employee to unwelcome sexual attention or conduct or intentionally making performance of the employee's job more difficult because of the employee's sex.
3. Sexual or discriminatory displays or publications anywhere in the Tribe's workplace by Tribe employees, such as:
 - (i) displaying pictures, posters, calendars, graffiti, objects, promotional materials, reading materials, or other materials that are sexually suggestive, sexually demeaning, or pornographic, or bringing into or possessing in the Tribe's work environment any such material to read, display, or view at work;
 - (ii) a picture will be presumed to be sexually suggestive if it depicts a person of either sex who is not fully clothed or in clothes that are not suited to or customarily accepted for the accomplishment of routine work in and around the workplace and who is posed for the obvious purpose of displaying or drawing attention to private portions of his/her body;

- (iii) reading publicly or otherwise publicizing in the work environment materials that are in any way sexually revealing, sexually suggestive, sexually demeaning, or pornographic; and
- (iv) displaying signs or other materials purporting to segregate an employee by sex in any area of the workplace (other than restrooms and similar semi-private lockers and changing rooms).

4. Retaliation for a sexual harassment complaint, such as:

- (i) disciplining, changing work assignments of, providing inaccurate work information to, or refusing to cooperate or discuss work-related matters with any employee because that employee has complained about or resisted harassment, discrimination, or retaliation; and
- (ii) lying about, falsely denying, exerting pressure, or otherwise attempting to cover up conduct such as that described in any item above.

5. Other acts

The illustrations stated above are not to be construed as an all-inclusive list of prohibited acts under this policy.

C. Penalties for Sexual and Other Prohibited Harassment

An employee who engages in sexual or other harassment prohibited by this policy or who engages in prohibited retaliation will be subject to disciplinary action, up to and including termination.

D. Procedures for Making, Investigating, and Resolving Harassment and Retaliation Complaints

Complaints of sexual harassment or retaliation on any of the bases prohibited by this policy should be made to the employee's supervisor, but if the immediate supervisor is involved in the conduct to be reported or the employee feels uncomfortable making the report to the supervisor, the complaint should be made to the Human Resources Department. Anyone who has observed sexual harassment or retaliation or other prohibited harassment or retaliation should report it to a supervisor. The making of a complaint need not be made by the person who was the target of harassment or retaliation; any employee may make the complaint. Any such complaint will be investigated, and the Tribe will take appropriate corrective action which is consistent with the findings of the investigation. Employees are expected to cooperate with any such investigation.

**CHAPTER VI
GRIEVANCES**

SECTION 1. GRIEVANCE POLICY

Employees of the Tribe are encouraged to resolve issues relating to their employment directly with the affected persons. If an employee's informal attempts to resolve a disagreement are not successful, the employee may use this grievance procedure. Employees have access to this process for resolving all work-

related disputes, including, but not limited to, discipline or other adverse action taken against an employee, denial of an employee's request for transfer or promotion, and other issues related to the terms and conditions of employment with the Tribe. (The only exception to this policy is with regard to employee performance evaluations; the grievance procedure is not appropriate for resolving disagreement over an employee's work performance or conduct and, therefore, may not be used to dispute a performance evaluation.)

It is the policy of the Tribe that an employee filing a grievance will receive an impartial and expeditious review of the grievance. An employee filing a grievance will not be penalized in any way for filing the grievance or an appeal in good faith and will not be subject to retaliation as a result of a good faith pursuit of a grievance under this policy.

SECTION 2. GRIEVANCE PROCEDURE

An employee wishing to file a grievance relating to an adverse employment action directly affecting him/her may do so in writing to his/her immediate supervisor within ten (10) calendar days of the action being grieved. The employee should state in writing all pertinent information: names of person's involved, dates of events, a summary of the facts, and reference to any of the Tribe's personnel policies which are applicable.

If the grievance is not satisfactorily resolved by the supervisor within ten (10) calendar days of the time the grievance was submitted, the employee may present the grievance to the next supervisory level which will have then (10) calendar days from the date of submission to address and attempt to resolve the dispute. Should the grievance not be resolved at the second supervisory level, the employee may submit the grievance to the Chairperson within ten (10) calendar days of the last supervisor's denial. Should the dispute not be resolved by the employee and Chairperson, the employee may submit the grievance to the Executive Committee and shall do so within ten (10) calendar days of the decision of the Chairperson. The Executive Committee constitutes the highest level of supervision for grievance purposes. The decision of the Executive Committee is *final*, is *binding* upon the employee and the supervisors, and is *not subject to further appeal*.

Throughout this process, it is the responsibility of the immediate supervisor to evaluate a grievance and, if he/she cannot resolve the situation directly, to submit the grievance in writing with comments and recommendations to the next higher level. However, supervisors should attempt to answer or resolve employee grievances as expeditiously as possible and to conduct any investigation necessary to resolve grievances at the lowest level possible. Employees should be kept informed of the status of their grievance.

CHAPTER VII RESIGNATION AND TERMINATION FOR NON-DISCIPLINARY REASONS

SECTION 1. RESIGNATION

In the event of resignation, an employee is asked to leave the Tribe's employment by submitting his/her resignation to his/her immediate supervisor not less than ten (10) calendar days in advance of the employee's date of resignation. The Tribe would prefer that the employee submit a written, signed resignation containing the date of resignation and the reason for resignation.

SECTION 2. TERMINATION FOR NON-DISCIPLINARY REASONS

An employee may be terminated for non-disciplinary reasons, such as a reduction in work force, abolishment or discontinuance of the job or position held by the employee; displacement because of technological reasons; changes in duties; organizational changes; lack of work or funds; and other non-performance based reasons.

CHAPTER VIII GENERAL PROVISIONS

SECTION 1. EMPLOYEE DRESS CODE

All employees are expected to dress in a manner appropriate to their position. The following types of clothing are strictly prohibited: tank tops, halter tops, muscle shirts, strapless shirts and/or dresses, torn or tattered clothing, and clothing containing foul or obscene language. Additionally, certain employees, as determined by the Tribe, will be required to wear protective clothing. Each supervisor shall be responsible for ensuring that the employees he/she supervises are appropriately dressed.

SECTION 2. SMOKING

For reasons of the safety and health of its employees, the Tribe prohibits smoking in all enclosed places of Tribe employment.

SECTION 3. WEAPONS AND FIREARMS ON TRIBAL PREMISES

Except where required and authorized by the employee's position while on official duty and with the appropriate permit, the Tribe strictly prohibits the possession and/or use of firearms and dangerous weapons within the working environment. Any firearm or dangerous weapon brought into the workplace in violation of this policy may be immediately confiscated and retained by the Tribe. It shall be at the Tribe's sole discretion to determine whether any confiscated item will be returned to the employee. Employees who bring any firearm or dangerous weapon into the working environment shall be subject to disciplinary action, up to and including termination.

SECTION 4. VIOLENCE IN THE WORKPLACE

The Tribe is committed to maintaining a safe and comfortable working environment for its employees so that all employees can perform their job duties and conduct their business without fear of physical, mental or other harm in the work environment. In order to maintain this environment, the Tribe strictly prohibits all violent and/or intimidating conduct in the workplace.

Violence includes any intentional or reckless physical contact that is harmful or offensive. Intimidation includes any offensive conduct that is coercive or causes a reasonable person to be fearful of physical, mental or emotional harm.

Any direct or indirect threat act of violence made to any employee of the Tribe, to any third party on the Tribe's premises, or to the Tribe's property and/or any other suspicious activity must be taken seriously and should be immediately reported to the employee's supervisor and to the Human Resources Department.

An employee found to have engaged in any violent or other harmful physical conduct or any intimidating activity shall be subject to disciplinary action, up to and including termination.

SECTION 5. POLITICAL ACTIVITY

All employees shall refrain from using their employment with the Tribe to influence the election of any candidate for public office, except as otherwise approved by the Executive Committee.

SECTION 6. SOLICITATION

Solicitation of an employee by another employee is prohibited if either the person doing the soliciting or the person being solicited is on working time. Solicitation in working areas is not permitted at any time.

Distribution of advertising materials, handbills, or any other literature by employees in working areas of the Tribe's premises is prohibited at all times. Solicitation or distribution of literature by non employees on the Tribe's premises is prohibited.

SECTION 7. OUTSIDE EMPLOYMENT

An employee shall not engage in outside employment, as provided in the Confidentiality and Non-Disclosure Agreement.

SECTION 8. EMPLOYMENT REFERENCES

The Tribe does not give employee references upon separation from employment, and only the Human Resources Department is authorized to provide information in response to a request by a third party for a reference. In response to a request for information, the Human Resources Department will verify only the employee's dates of employment and the position the employee last held. Salary information will be confirmed only if the provision of that information is specifically authorized by the former employee in writing.

SECTION 9. CONFIDENTIAL INFORMATION

Employment with the Tribe creates in each employee a duty of trust and confidentiality to the Tribe with respect to information obtained during the course of employment. This duty obligates all employees to keep confidential information including, but not limited to: (i) information that is proprietary and/or confidential; (ii) information that is not generally known outside the workplace; (iii) information that has been communicated to the Tribe in confidence by vendors, contractors or persons doing business with the Tribe; (iv) information that is financial or business information concerning the Tribe's activities and personnel; and, (v) all other confidential and/or proprietary information concerning the Tribe's operations, membership, businesses, employees, and customers.

By accepting employment with the Tribe, each employee shall be required to execute the Confidentiality and Non-Disclosure Agreement for Tribal Employees, and will be bound by that Agreement.

SECTION 10. USE OF COMPUTERS, E-MAIL AND OTHER EQUIPMENT

The Tribe respects the individual privacy of its employees. However, an employee cannot expect privacy rights to extend to work-related conduct or the use of Tribe-owned equipment or systems or Tribe-provided services such as e-mail and Internet access. The Tribe's computer systems and all information or communications passing through or contained on these systems between the Tribe and its employees are

the property of the Tribe. There is no right to privacy for any information stored on or transmitted through the Tribe's systems.

Although employees have individual access codes to voicemail, e-mail, and computer network systems, all of the Tribe's systems are accessible at all times by the Tribe and may be subject to periodic unannounced inspections by the Tribe for any reason. All system, super-user, or administrative access codes must be available to the Tribe, and employees may not use access codes or encrypt or password-protect data using any codes that are unknown to the Tribe.

Employees are expected to use the voicemail, e-mail, and computer network systems for the Tribe's business only and not for personal purposes. The use of the electronic communications systems for personal reasons is not encouraged. Personal calls should be brief. Personal long distance calls must be billed to the employee's personal credit card or home number. Using the electronic communication systems or any of the Tribe's equipment or supplies to send mass emails, chain letters or any email that would violate the federal CAN-SPAM Act is strictly prohibited. The Tribe reserves the right to retrieve and read any messages composed, sent, received, stored, or transmitted on its information or telecommunications systems.

The Tribe's policy prohibiting harassment, in its entirety, applies to the use of the electronic communications systems. No one may use electronic communications in a manner that may be construed by others as offensive or harassing based on sex, race, color, national origin, ancestry, sexual orientation, age, religious creed, physical or mental disability, medical condition, marital status, citizenship status, or military service status. Employees are prohibited from using the Tribe's information systems and/or services for personal commercial purposes.

Employees are prohibited from the unauthorized use of the access codes of another individual to gain access to their e-mail, voicemail messages, and other confidential electronic information.

Only Tribe-approved software may be used on the Tribe's computers. No one is permitted to install software on (including downloading programs or "applets" from the Internet) or remove software from any of the Tribe's equipment.

The Tribe accepts no liability in the event that personal information is lost due to systems failures or user error. The Tribe reserves the right to completely disallow any employee from using the systems for non-business related activity. An employee may only remove the Tribe's equipment with express prior permission, and any such equipment must be returned immediately upon request. Employees are discouraged from using personal equipment (including without limitation computers, cellular phones, personal digital assistants such as Blackberries or iPhones) to conduct Tribe-related activities. To the extent an employee uses personal equipment for these purposes, it is subject to the Tribe's inspection upon request. An employee's failure to make such equipment reasonably available for inspection is subject to disciplinary action, up to and including termination.

Inappropriate use, including excessive personal use, of the Tribe's electronic communications services or systems may result in disciplinary action, up to and including termination.

SECTION 11. Internet Policy and Usage

Access to the Internet, World Wide Web, and bulletin boards systems is intended to be used for business purposes. The Internet may be used for personal business only outside of the Tribe's normal business hours.

The Tribe requires authorized users to act in a responsible manner. Users must respect the rights of other users, the integrity of the Tribe's systems and related physical resources, and observe all relevant laws, regulations, and contractual obligations.

All Internet users, when using the Tribe's equipment, facilities, or access codes during working or non-working hours, are prohibited from engaging in:

- Accessing, retrieving, or printing text and graphics of a non-business nature that involve receiving, inputting, or displaying pornographic materials; harassing, insulting, or attacking others; engaging in racial, gender, or other slurs.
- Engaging in activities which would in any way bring discredit to the Tribe.
- Disclosing at any time, whether or not through the Tribe's equipment, any confidential or proprietary information of the Tribe, including login passwords, to others.

Any electronic material received, stored, or transmitted that is found to be offensive, detrimental to the Tribe, or of an inappropriate nature, content, or intent (as determined by the Tribe in its sole discretion) may be deleted from the system without notification. Personal usage of the Internet that violates any of the above may result in disciplinary action, up to and including termination.

SECTION 12. TELEPHONE ETIQUETTE AND USE

Pala Band of Mission Employees represent the Tribe when making or receiving work-related telephone calls. The employee's manner and courtesy in handling such calls determines how Pala Band of Mission Indians is viewed by the general public. Therefore, when taking or making a work-related telephone call, the employee should state his or her name, reference the Pala Band of Mission Indians Department they are a part of, and conduct the conversation in a professional and courteous manner consistent with Pala policy. Except in an emergency, employees should refrain from making or receiving unnecessary personal telephone calls while on duty.

SECTION 13. VEHICLE USE POLICY

Tribe-owned vehicles may be used for official tribal business only. Employees must obtain prior approval before using a Tribe-owned vehicle.

An employee must possess and maintain a valid driver's license to operate Tribe-owned vehicles. While operating a Tribe-owned vehicle, the employee is responsible for obeying all traffic laws including, but not limited to, seatbelt rules, traffic signs and signals, speed limits, and parking requirements. The Tribe will not accept responsibility for payment of any penalties imposed upon the driver, (e.g., parking tickets or traffic violation fines). Fines charged to the Tribe shall be deducted from the employee's paycheck or amounts owed to the employee as provided above.

Prior to operating any Tribe-owned vehicle, an employee must on a continuing basis immediately inform his/her immediate supervisor of any new traffic violation(s) on the employee's driving record, any suspension of his/her driver's license or other loss of driving privileges. The Tribe shall make the determination as to whether the traffic violation(s) will allow the Tribe to continue to authorize the employee to operate Tribe-owned vehicles.

In accordance to Executive Order 13513 (Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while driving: Federal Leadership on Reducing Text Messaging While Driving was signed by President Barak Obama on October 1,2009. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment.

Employees are not authorized to transport passengers who are not Tribe employees in Tribe-owned vehicles.

ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

I _____ understand and agree that:

I have received a copy of the Pala Band of Mission Indians' Employee Handbook and understand that it contains important information on the general personnel policies of the Tribe and on my privileges and obligations as an employee.

I acknowledge that I am responsible for reading, understanding, and adhering to this Handbook in its entirety and abiding by its provisions. I am aware that this Handbook supersedes all earlier policies, procedures, or practices prior to this Handbook and that the Tribe may change, rescind, or add to any policies, benefits, or practices described in this Handbook, other than the employment at will policy, at any time in its sole and absolute discretion, with or without prior notice.

I further understand and agree that my employment with the Tribe is at will, is not for a specified term, and is based on the mutual consent of each employee and the Tribe. Accordingly, either the Tribe or I have the right to terminate the employment relationship at will at any time, with or without notice.

I further acknowledge that the Tribe is a sovereign nation and that noting in this Handbook constitutes, or should be interpreted as constituting a waiver of the Tribe's sovereign immunity.

Date

Employee's Signature

Employee's Name and Title (Printed)



March 23, 2022

Shasta Gaughen
Pala Environmental Director
Pala Band of Mission Indians

Dear Ms. Gaughen,

We, at Blue Tomorrow, are pleased to continue our partnership with the Pala Environmental Department (PED) on community-scale air monitoring activities on the Pala Reservation. We have enjoyed our collaborative work to establish the initial Pala community air monitoring network. This project was a tremendous success that helped the Pala community and which other tribes have also learned from.

We are committed to continuing our support on air monitoring activities with PED, including upgrading the current air monitoring system, maintaining the monitoring network, developing community educational materials and collaborating with other tribes in the region. Utilizing system components developed from the initial project will allow for a cost-effective approach to reestablishing the monitoring network. And lessons learned from our earlier project will ultimately help enhance outreach and overall benefits to the tribal community.

Sincerely,

Alex Dragos, Founder
(805) 455-3089
dragos@blue-tomorrow.com

Eric Hopkins, Founder
(415) 497-0220
hopkins@blue-tomorrow.com

Shasta C. Gaughen, PhD
Ex. 6 Personal Privacy (PP)

EDUCATION

PhD, Anthropology, University of New Mexico, 2011

MLS, Indigenous Peoples Law, University of Oklahoma College of Law, 2021

MA, Anthropology, San Diego State University, 2001

BA, Anthropology, and BS, Natural Resources Planning and Interpretation
Humboldt State University, 1996

PROFESSIONAL EMPLOYMENT

Pala Band of Mission Indians • Director, Pala Environmental Department • Tribal Historic Preservation Officer (THPO) • January 2005 – present

- Oversee environmental protection laws and regulations at the local, federal, and tribal levels
- Implement programs for habitat conservation; species conservation; water safety and conservation; wastewater treatment; hazardous waste removal and disposal; solid waste disposal/solid waste transfer station; solid waste reduction and recycling; air quality; and community outreach and education
- Responsible for maintaining government-to-government relationships with multiple agencies, including EPA, Fish and Wildlife, Army Corps of Engineers, and Bureau of Indian Affairs
- Represent the Pala tribe at government hearings and testify in support of legislation. Participate in lobbying of government representatives and elected officials on issues of tribal importance
- Prepare applications for permit actions for submission to various agencies
- Maintain records and reports and research and write proposals for multiple federal grants totaling more than \$500,000 per fiscal year
- Responsible for consulting with tribal members, community members, and elected officials and staff of neighboring tribes on topics of mutual interest and concern
- Organize and conduct meetings and trainings regarding environmental and tribal issues
- Oversight of the tribal historic preservation program
- Responsible for all requests for consultation on development projects from local, state, and federal agencies
- Conduct Section 106/NHPA consultation meetings on a government-to-government basis
- Conduct research and write briefs and reports on issues of cultural sensitivity and historical importance to the Pala tribe
- Maintain and expand cultural site records and reviews, and obtain maps and historic documents of the reservation and Pala traditional use area
- Created and maintain a GIS database of historic sites and archaeological records
- Participate in trainings, meetings, and conferences regarding cultural issues
- Oversee the restoration and use of historic buildings on the reservation
- Maintain records and reports for THPO grant funding from the National Park Service
- Work with tribal members on issues of cultural sensitivity

- Conduct meetings and trainings on ethnographic/historical/archaeological topics
- Maintain Pala tribal historic archives and collections
- Coordinate with other tribes on issues of mutual interest

California State University, San Marcos • Lecturer, Department of Anthropology • August 2006 – December 2019

- Courses taught include Cultural Anthropology and Human Origins
- Responsible for weekly lectures, development of course materials, textbook selection, lecture and presentation preparation, writing test materials, grading, and student evaluation

Cupa Cultural Center – Pala Band of Mission Indians • Acting Director/Tribal Historic Preservation Officer • February 2005 – November 2010

- Duties included maintaining cultural center collections and archives while supervising a staff of five
- Conducted ethnographic and archaeological research and developed reports and briefs
- Maintained and planned cultural exhibits, displays, and public education efforts
- Wrote brochures and other educational materials for a general audience
- Planned, organized, and oversaw annual Cupa Days cultural festival and annual Pala powwow
- Established the Pala Tribal Historic Preservation Office, researched and wrote application materials and THPO policies and procedures, and obtained NPS approval of the THPO plan in 2009

The Gale Group/Greenhaven Press
Book Editor
2001 – 2005

- Edited anthologies of articles on topics of current interest in the *Contemporary Issues Companion* series
- Researched articles and book excerpts for inclusion in each anthology and edited them for length and content
- Wrote introductions to each article, as well as introductions for chapters and an overall introduction for each title
- Titles include *Endangered Species*, *Animal Rights*, *Global Warming*, *Arab-Israeli Conflict*, *Eating Disorders*, *Coping with Death*, *Women's Rights*, and *Teen Addiction*

PROFESSIONAL SERVICE AND MEMBERSHIPS

- National Association of Tribal Historic Preservation Officers, Chairman
- Native American Environmental Protection Coalition, Executive Board Secretary
- Institute for Tribal Environmental Professionals, Climate Advisory Committee
- Climate Science Alliance, Lead, Tribal Workgroup
- American Anthropological Association, Member

Manifest for Grant Application # GRANT13580232

Grant Application XML file (total 1):

1. GrantApplication.xml. (size 26972 bytes)

Forms Included in Zip File(total 6):

1. Form ProjectNarrativeAttachments_1_2-V1.2.pdf (size 16019 bytes)
2. Form SF424_3_0-V3.0.pdf (size 24082 bytes)
3. Form SF424A-V1.0.pdf (size 23089 bytes)
4. Form EPA4700_4_3_0-V3.0.pdf (size 22822 bytes)
5. Form OtherNarrativeAttachments_1_2-V1.2.pdf (size 15917 bytes)
6. Form EPA_KeyContacts_2_0-V2.0.pdf (size 37247 bytes)

Attachments Included in Zip File (total 9):

1. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1236-Pala QAQC Statement.pdf application/pdf (size 152710 bytes)
2. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1235-Shasta Gaughen - grant resume.pdf application/pdf (size 245998 bytes)
3. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1241-La Jolla LOS.pdf application/pdf (size 185311 bytes)
4. ProjectNarrativeAttachments_1_2 ProjectNarrativeAttachments_1_2-Attachments-1242-Pala ARP Grant Narrative FINAL.pdf application/pdf (size 297298 bytes)
5. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1234-Pala_Blue Tomorrow_Commitment_Letter_210322.pdf application/pdf (size 144746 bytes)
6. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1240-Darold Wallick Grant Resume.pdf application/pdf (size 155116 bytes)
7. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1239-Pala Learning Center LOS.pdf application/pdf (size 47784 bytes)
8. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1238-Pala Youth Center LOS.pdf application/pdf (size 47025 bytes)
9. OtherNarrativeAttachments_1_2 OtherNarrativeAttachments_1_2-Attachments-1237-Pala - Employee Handbook (Effective November 23 2016).pdf application/pdf (size 709258 bytes)



PALA ENVIRONMENTAL DEPARTMENT
PALA BAND OF MISSION INDIANS
PMB 50, 35008 Pala Temecula Road | Pala, CA 92059
Phone 760-891-3510 | ped.palatribe.com

Section 5 – Quality Assurance Statement

QAQC Responsible Individual:

Darold Wallick is the Air Quality Specialist for the Clean Air Act program at the Pala Band of Mission Indians reservation. He has been with the Pala Environmental Department since July 2014.

The Pala Environmental Department currently has a Quality Assurance Project Plan (QAPP) approved by the U.S. EPA in January 2017. This plan covers standard operating procedures and data quality controls for Tribe's Federal Reference Method (FRM) and Federal Equivalent Method (FEM) air monitoring instruments. These include Teledyne model T400 (US EPA EQOA-0992-087) ozone monitor and Teledyne model (US EPA EQPM-0516-236) T640 PM 2.5 monitor.

Criteria and process for determining acceptable data:

The process that will be used to determine acceptable data includes utilizing Federal Reference Method (FRM) and Federal Equivalent Method (FEM) for calibration and as a reference standard. Low-cost monitors are calibrated on regular (at minimum quarterly) intervals. In addition, regular weekly data check are conducted for outliers and to make sure instruments are reporting within anticipated ranges. If air quality sensors are not within quality control standards, they are replaced with new sensors, and the data for the period in question is considered invalid. The low-cost monitors used in the proposed monitoring project utilize commercially available sensors with documented tolerances as tested by the manufacturer and (for some) the California Air Pollution Control Board. The monitors are a modular system of sensors that makes the replacement of sensors easy and low cost. Statistical methods are used to compare data from the project community monitors to the FRM/FEM references; these include correlation coefficients, daily hourly maximums, and means.

An update to the existing QAPP will be produced to incorporate the utilization of low-cost sensors included in this project. This update will incorporate USEPA standards in terms of their structure and elements, and contain details on project location, timeline, data collection methods, data forms or tools to be used, responsible personnel, and data quality controls for validating data.



I. Cover Page

Project Title: Pala Tribal Community Air Monitoring Collaborative

Applicant Information

Pala Band of Mission Indians
35008 Pala Temecula Road, PMB 50, Pala, CA 92059
Darrold Wallick, (760) 891-3540, dwallick@palatribes.com
DUNS number: 177146362

Set-Aside: Tribal Set-aside

Brief Description of Applicant Organization: The Pala Band of Mission Indians is a federally recognized tribal government, located in northern San Diego County. The Pala Environmental Department (PED) will oversee project implementation. PED is responsible for every aspect of environmental health on the Pala Reservation, including air quality monitoring.

Project Partner

Partner Organization: Blue Tomorrow, LLC
Partner Primary Contact Name: Eric Hopkins, Founder, hopkins@blue-tomorrow.com, (415) 497-0220

Project Location

Air quality monitoring funded through this grant will be conducted across the Pala Reservation, which is roughly 13,000-acres and home to a majority of the approximately 1,000 enrolled members of the tribe.

Air Pollutant Scope: Ozone, Nitrogen Dioxide, PM2.5 and PM10

Budget Summary

EPA Funding Requested	Total Project Cost
\$232,367	\$232,367

Project Period: November 2022 – November 2025

Short Project Description: This project will leverage and enhance the Pala tribal community air monitoring network to continuously detect levels of PM 2.5, PM 10, ozone, and nitrogen dioxide throughout the Pala Reservation. The Pala Environmental Department (PED) will educate the tribal community on how to reduce exposure to harmful air pollutants. Tribal community members will be engaged through citizen science methods to pair observational data with air quality data detected by the monitoring network. PED will partner with neighboring tribes to share best practices and lessons learned in developing a tribal community-scale air monitoring network.

II. Workplan

Section 1 – Project Summary and Approach

A. Overall Project

The Pala Tribal Community Air Monitoring Collaborative involves the reestablishment of a real-time air monitoring network on the Pala Reservation. This monitoring network was first established in 2019 and the sensors utilized in this project have reached end-of-life. The project will leverage elements of the system previously developed to efficiently and cost-effectively implement a continuous and real-time air monitoring network that detects ozone, nitrogen dioxide, PM_{2.5}, and PM₁₀ concentrations, as well as ambient temperature, relative humidity, atmospheric pressure, wind speed and wind direction.

Engaging and educating the tribal community will be emphasized through various approaches to provide awareness and foster resiliency to air quality impacts. The Pala Environmental Department will collaborate with neighboring tribes to support improved technical capacity and education in tribal communities along the San Luis Rey River Valley.

The following is a detailed task-by-task scope of work describing the project activities that will be funded through this grant.

Task 1 – Quality Assurance Project Plan (QAPP) PRE-AWARD

Task 1.1 Kickoff Meeting – After notice is given by the US EPA that this project is selected for funding, but prior to grant award, staff members from the Pala Environmental Department (PED) and technical consultant Blue Tomorrow will coordinate a meeting to kick off the project. The meeting will be focused to review the tasks, deliverables, and timelines. Points of contact will be assigned for project team leaders, and the review process for the QAPP development will be finalized.

Task 1.2 Quality Assurance Project Plan – The existing Pala QAPP approved by US EPA in 2018, will be updated to incorporate quality controls for the air low-cost air quality monitoring network on the Pala Reservation. The QAPP will adhere to USEPA guidance standards. A QAPP for this project would include quality control procedures, sensor specifications, roles and responsibilities to assure that data collected by the air quality monitoring network is of the highest quality.

Task 2 – System Upgrades and Integration

Task 2.1 Obtain Air Quality Monitors – Five custom air quality monitors containing commercially available low-cost sensors will be obtained that are compatible with the existing cloud database and airpala.com website that was developed in 2019. Each monitor will be solar powered and collect data for criteria air pollutants (ozone, nitrogen dioxide and particulate matter (PM) 2.5 and 10) and meteorological parameters (temperature, humidity, pressure, wind speed and direction). The sensors will include: Alphasense electrochemical gas sensors that detect ozone and nitrogen dioxide, Plantower laser PM for particulate matter, and Yoctopuce Yocto-Meto sensor for temperature, humidity, and pressure, and PCE Instruments anemometer for wind speed and direction. Each monitor is configured

with cellular telemetry that transmits data to an existing cloud database where QA/QC and calibrations are performed and then sent to the airpala.com website.

Task 2.2 Website Upgrades and Integration – The existing airpala.com website pulls air quality data from the low-cost air monitors in real-time (vis-à-vis a cloud database) and displays air quality index (AQI) values and statistical analyses. This project will upgrade this existing website to enhance the effectiveness of this tool for community benefit. This will be achieved through enhancement of the technical functionality for the air technician, and integrating with the Pala Environmental Department webpage to send AQI values and colors. These upgrades will streamline critical information to the tribal community, while providing the air technician with additional information (including wind speed and direction) to help source air pollution.

Task 3 – Air Quality Monitoring

Task 3.1 Monitor Installation – Five (5) air quality monitors will be deployed across the Pala Reservation. A monitor will be collocated at the Pala Air Monitoring Station to use for calibration purposes. Other monitoring locations will include the Pala Learning Center and Fox Raceway, and other areas of concern.

Monitors will be sited on existing railings or on fence posts away from structures that could impede air flow. Once the monitors are installed, they will begin feeding data to the community website that will display data in real-time. Monitoring locations have been selected to provide good coverage throughout the tribal community. The strategic placement of the air quality monitors will allow the community to be aware of air quality levels at different areas throughout the Reservation and areas where tribal members and their families reside.

Task 3.2 Data Calibration and Quality Controls – PED and Blue Tomorrow staff members will work together to ensure the air monitors are recording as accurate of data as possible following the QAPP developed through Task 1. Air quality monitor system checks will be performed every other week to ensure sensors are operating properly and maintained or replaced as necessary. Calibrations will be performed on a quarterly basis or more frequently if necessary. Calibrations will continue to be conducted by collocating the community air monitors at the Pala air quality monitoring station, which has regulatory monitors for ozone and PM.

Task 3.3 Maintenance – Blue Tomorrow will perform maintenance on the air quality monitors, database, and website. Air quality sensors will be continuously monitored for damages, performance, and drift, and replacement parts will be purchased as necessary. The airpala.com website will be maintained, backed up, and security updates will be performed monthly. Cloud databases will be updated as new calibration and data quality controls are developed by Blue Tomorrow over time. Cellular data telemetry, cloud database, and website services will be maintained for a 30-month monitoring period.

Task 4 – Community Engagement

Task 4.1 Educational Content Creation – Educational materials will be developed detailing how the community should utilize the real-time data and respond to harmful levels of air quality. Content will be generated for a variety of ages and community groups including Pala youth, tribal members and residents of the Pala Reservation, and tribal government employees.

Educational content developed through this project will likely include:

- ArcGIS StoryMaps and other visual tools for explaining air quality on the Reservation
- Routine social media posts including information on accessing the data, understanding the air quality index, and air alerts when air pollution levels reach unhealthy limits.
- Project infographic flyers describing the project, providing basic information on air pollution, and methods to protect community health during high air pollution events.
- Science Technology Engineering and Math (STEM) curriculum and activities for Pala youth related to the project
- Citizen science web-based data forms where tribal members and residents on the Pala Reservation can input observations (e.g., wildfire smoke, smog, dust, etc.) that can be recorded and cross-referenced with sensor readings.

Task 4.2 Community Outreach – Project partners (Tribal Youth Center, Learning Center, Health Clinic, neighboring tribes) will be coordinated with to disseminate educational content and schedule meetings. Outreach activities will utilize communication and outreach channels such as social media, newsletter, listservs, and direct communication. Meetings and community events may be remote or in person, depending on public health guidance.

Task 5 –Tribal Collaboration

Task 5.1 Collaboration with neighboring tribes – Information will be shared through in-person or remote meetings with tribes in the San Luis Rey River valley and partners in the Southern California Tribal Air Monitoring Collaborative to assist other tribal organizations with developing similar community monitoring projects. Information may include best practices working with low-cost sensors, utilizing tribal regulatory monitors for collocation and calibrations, and communication strategies with tribal communities.

Task 6 – Reporting

Task 6.1 Data Analysis Reports – Two data analysis reports will be produced over the monitoring period. Data analysis consists of additional data quality validation and calibrations. Air quality data are averaged depending on the pollutant and the standard EPA averaging time for that pollutant (i.e. PM2.5 and PM10 is averaged over 24hrs). After averaging, pollutants are compared to their AQI thresholds to determine when and how frequently concentrations exceeded AQI level (moderate, unhealthy for sensitive groups, etc.). Additionally, data analysis and reports will contain concentration statistics (i.e. 98th percentile, minimum and maximum concentration, etc.). These reports provide a valuable resource

for PED and community as they summarize and document yearly air quality from the community air monitoring network.

Task 6.2 Administration and Grant Reporting – Quarterly reports and a final report will be submitted to the US EPA to communicate and track progress of the project over the grant performance period. Progress and expenditures will be documented. This will provide a tracking mechanism of budget spending and task completion to be reported on through administrative reports.

B. Project Significance

This project will continue the community-scale air monitoring on the Pala Reservation and enhance the effectiveness of resources that were developed in 2019 with funding through the California Air Resources Board Community Air Grants program.

Low-cost sensors used in the community-scale air monitoring (conducted from 2019 through 2021) are at end of life and need to be replaced. The proposed project will leverage the previous system from this monitoring endeavor, including the airpala.com website, to optimize effectiveness and community benefit. This project is important to continue the benefits on the Reservation and expand the knowledge and capacity of the tribal community and partner tribes.

The Pala Reservation and San Luis Rey River valley are disproportionately impacted by air pollution. The area is in non-attainment for ozone and gets inundated by smoke and particulate matter during wildfire events. These events can lead to periods of unhealthy air for people and sensitive groups when impaired air is socked in the valley. Having continuous air quality data that is accessible to tribal members and residents on the Pala Reservation is important for improving the health and wellbeing of the tribal community.

For the tribal community, people will have access to near-real time air quality data that shows criteria air pollutant concentrations and AQI thresholds. This information can be used by tribal members and residents to mitigate health risks by reducing exposure during days of elevated concentrations. A greater distribution of air quality monitors using low-cost sensors allows for air managers at Pala and other reservations to promptly identify and respond to pollutant sources, including wildfires.

This project will also build capacity of other underrepresented tribes through coalition building and information sharing. This knowledge will encourage and propel partnering tribal governments to implement community-scale monitoring networks. Since the initial community air monitoring network, Pala has collaborated with tribes throughout California to educate them on community air monitoring. This has led to three other Southern California tribes implementing their own community-scale air monitoring. Funding this collaborative approach will continue to provide a lasting benefit to tribal communities well beyond the Pala Reservation and throughout the region.

Section 2 – Community Involvement

A. Community Partnerships

The Pala Environmental Department (PED) partners with tribal community groups on the Pala Reservation and other neighboring tribes throughout the Southern California region. These partnerships

will be important for enhancing community benefit and strengthening resiliency of other tribes affected by poor air quality.

This project will utilize these existing partnerships within the Pala Tribe that work directly with the tribal community. This collaborative approach will ensure the project is focused on community benefit. On the Pala Reservation, these partnerships include the Pala Executive Committee, Tribal Youth Center, and Tribal Learning Center. The Tribal Youth Center and Tribal Learning Center will help to disseminate educational content tailored to various age groups. This educational content will include information on how to interpret air quality index and other data, the health effects of air pollution, and resources for reducing exposure to harmful air quality. This information will promote community awareness for air quality importance and be incorporated into activities and lessons on Science, Technology, Engineering, and Math (STEM) subjects.

The health clinic that serves the Pala community will also be an important project partner. The health effects of poor air quality impact sensitive groups, including children, elderly, and people with preexisting respiratory and cardiovascular conditions. Information sharing with the health clinic will be valuable for communicating with these groups on the importance of reducing exposure to air pollution. This can be achieved by providing educational resources developed through this project on monitoring the local AQI, using appropriate air purifiers, and staying inside during periods of poor air quality.

PED will partner with Blue Tomorrow, LLC (Blue Tomorrow) to upgrade the monitoring network and lead in the implementation of technical activities. Blue Tomorrow worked with the Pala Tribe to develop the initial monitoring network and has assisted with technical aspects of other tribal community air monitoring networks throughout California. Blue Tomorrow specializes in field data collection, air sensor and telemetry systems, and assessing pollution impacts to water quality, air quality, ecosystems, and communities. For this project, Blue Tomorrow will lead the air monitoring network development, data quality controls and assurances, development of education and outreach materials, plan development and data analysis reports.

Partnerships with other neighboring and regional tribes will strengthen the outcomes of this project, by sharing lessons learned and best practices for developing community-scale air monitoring networks. This includes presenting information at meetings and correspondence with other environmental staff within the Southern California Tribal Air Monitoring Collaborative. Through these partnerships this project will help foster initiative to expand community-scale air monitoring efforts that benefit tribal communities in the San Luis Rey River valley and throughout Southern California.

B. Community Engagement

Community engagement is a core element of this project and needed to enhance the effectiveness of the monitoring network and to achieve the goals of protecting the tribal community. This will be completed through development of educational content and citizen science tools, direct outreach to project partners that work with different segments of the tribal community, and communication with the tribal community.

A variety of educational information will be produced through Task 4 – Community Engagement, including ArcGIS StoryMaps, infographics and flyers, and STEM lessons and activities for Pala youth. These materials will help to engage the community on the project, understand where to access AQI information and how to interpret the AQI, and approaches to reduce exposure during periods of poor air

quality. Citizen science tools developed through Task 4 will also engage the community to participate in data collection that will be valuable for comparing observations with results from the air quality monitors.

By utilizing existing communication channels and collaboration with different Tribal departments, community groups will be more effectively reached. PED uses social media and a dedicated website to post information about community events, projects, and programs to increase awareness and participation. The Tribal Youth Center and Learning Center works with tribal youth of all ages to provide educational resources, activities, and internships. The health clinic serves the tribal community and provides services to help treat health conditions. This collaborative approach will be used to encourage community engagement for this project, thereby improving the overall community benefit.

Section 3 – Environmental Justice and Underserved Communities

The Pala Tribe represents one of the six federally recognized Luiseño tribes. The Pala Tribe also consists of the Cupeño people. For over 100 years, Cupeños and Luiseños have been living together on the Pala Reservation. The Pala Reservation was originally established as a Luiseño reservation in 1875. In 1903, the Cupeños were evicted from their land and forced together with the Luiseño onto one reservation. This project will directly benefit the Luiseño and Cupeño people and other historically dispossessed Native people by providing a better understanding of the air quality on Southern California Reservations, and a deeper understanding of their local environment and potential air pollution health risks.

The Pala Reservation is roughly 13,000-acres and home to a majority of the over 1,000 enrolled members of the tribe. San Diego County features the largest number of tribes and reservations of any county in the United States. In San Diego, there are 18 federally-recognized Tribal Nation Reservations and 17 Tribal Governments. The US Census estimated San Diego County contained 9,795 Native Americans in 2010. The initial monitoring network will be established on the Pala Reservation and outreach will be conducted to other tribes in San Diego County and Southern California.

The Pala Reservation is located 25 miles east of Oceanside in a valley five miles east of the junction between Highway 76 and Interstate 15, a major transportation route connecting Riverside and San Diego Counties. To the west of the reservation is the Orange Grove Energy Power Station, a 96-megawatt peaking facility fueled by natural gas. There is also a motocross facility located on the Reservation. These potential sources may be contributing to local air pollution, demonstrating a need for community-scale monitoring.

The Pala Reservation is disproportionately impacted by air pollution, and two pollutants that are being monitored for through this project are known to excessively impact the community. According to the USEPA EJ Screen, environmental justice indicators for the Blockgroup (060730191011) associated with the Pala Reservation found ozone (86th percentile nationally) and particulate matter 2.5 (84th percentile nationally) to be unduly high compared with the rest of the country. Other environmental justice indicators show that the Pala Reservation is also disproportionally afflicted by air toxics (77th percentile nationally) and respiratory health indicators (79th percentile nationally). The USEPA EJ Screen also reports socioeconomic indicators for this area that include a greater distribution of children under 5 (97th percentile nationally, for this sensitive group to air pollution), high unemployment (87th percentile nationally), and low income (82nd percentile nationally).

Section 4 – Environmental Results—Outcomes, Outputs and Performance Measures

A. Expected Project Outputs and Outcomes

Several outputs and outcomes are expected to result from implementing the project activities outlined in the work plan.

Project Outputs

- Identification of air pollution levels for PM 2.5, PM 10, ozone, and nitrogen dioxide
- Two community-specific assessments of air pollution data
- Deployment of equipment to conduct air quality monitoring on the Pala Reservation (an underserved community)
- Develop a website that displays near real-time air quality data that is available for the tribal community
- Develop educational content that community members can use to reduce exposure to harmful air pollutants
- Promotion of partnerships and community involvement

Project outcomes include short-term, intermediate, and long-term outcomes that will be achieved through the successful implementation of tasks 1-6. Short-term outcomes focus on improving knowledge for the tribal community. Intermediate outcomes will result from changing behavior of community members. And long-term outcomes will be achieved through changing conditions of pollution exposure to tribal members and descendants. The following are specific outcomes that will be achieved through this project.

Short-term Outcomes

- Identifying air pollution levels on the Reservation
- Increasing community awareness and education
- Increasing access to information and tools that increase understanding and reduction of environmental and human health risks

Intermediate Outcomes

- Community action to mitigate pollutant exposure

Long-term Outcomes

- Reduction of human exposure to air pollutants

B. Performance Measures and Plan

Performance measures are built in to this project as a means to track, measure, and report project progress. These can be used to evaluate the success for achieving the expected outputs and outcomes noted in Section 4.A.

The approach for keeping track of project performance will involve quarterly meetings to review the project timeline and milestones. During these meetings, each performance measure (noted below) will be discussed. Data will be collected and summarized to be used for reports to the USEPA on project

progress. The following are descriptions of the performance measures that will be used through this project.

Performance Measures

- Overseeing performance of project partner and technical consultant in completing tasks described in the project work plan
- Tracking and reporting project progress on expenditures
- Tracking and reporting on project milestones
- Tracking and measuring utilization of the website by the tribal community
- Tracking the number of outreached and engaged tribal members and descendants

C. Timeline and Milestones

The following table references the tasks, milestones, and anticipated timeline for the Pala Tribal Community Air Monitoring Collaborative. The timeline is based on notification of funding award in August 2022 and the grant award agreement beginning in November 2022, and is subject to change. Milestones are provided with each task, as described in Section 1 of the Work Plan.

Project Tasks	Milestone	Timeline
Task 1.1 — Kickoff Meeting	Meeting	August 2022
Task 1.2 – Quality Assurance Project Plan	QAPP Document	August 2022 – November 2022
Task 2.1—Obtain Air Quality Monitors	Obtain 5 Custom Air Quality Monitors	November 2022 – April 2023
Task 2.2—Website Upgrades and Integration	Upgrade airpala.com and Integrate AQI to PED Air Webpage	November 2022 – April 2023
Task 3.1 — Install Monitors	Website Developed	April 2023
Task 3.2 — Data Calibration and Quality Controls	Perform Data QA/QC for 30 months	April 2023 – November 2025
Task 3.3 – System Operations and Maintenance	Maintain Air Quality Monitors for 30 months	April 2023 – November 2025
Task 4.1 – Educational Content Creation	Produce Educational Content	January 2023 – June 2025
Task 4.2 – Community Outreach	Perform Community Outreach	January 2023 – November 2025
Task 5.1 – Tribal Collaboration	PowerPoint Presentation; Meetings	January 2023 – November 2025
Task 6.1 – Data Analysis Reports	Produce 2 Summary Reports	October 2024 – October 2025
Task 6.2—Grant Administration & Quarterly Reports	Produce Quarterly Reports and Final Report	November 2022 – November 2025

Section 5 – Quality Assurance Statement (Included as Additional Attachment)

Section 6 – Programmatic Capability and Past Performance

A. Past Performance

PED is currently responsible for managing multiple federal and state grants totaling over \$7 million for fiscal year 2022. Major relevant grants include:

- DOE Office of Indian Energy – Pala Community Microgrids Grant
- USEPA Air 103
- USEPA Indian General Assistance Program
- Caltrans SB-1 Climate Transportation Grant
- CARB Community Air Grant Program

B. Reporting Requirements

PED has successfully met the reporting, deliverable, and technical report requirements for every grant it has administered since the department's inception over 20 years ago. Reports have always been delivered timely, and although some grants have occasionally required a no-cost extension to complete the grant workplan, PED has never failed to successfully complete and close out any grant.

C. Staff Expertise

The project team and activities described in the Work Plan will be led by the PED Director, PED Air Quality Specialist, and Blue Tomorrow.

PED Director Shasta Gaughen, PhD, has been overseeing the department since 2010 and is highly skilled in every aspect of grant oversight, management, and reporting. Darold Wallick, PED Air Quality Specialist, has worked for the department since 2014 and is recognized in his field amongst his peers for his expertise with air quality monitoring equipment.

Blue Tomorrow has worked with the Pala Tribe since 2018 and has successfully implemented numerous community air monitoring networks throughout California. These include working with tribal governments to adhere to data quality standards and confidentiality concerns while providing valuable resources for tribal community members. This project team will ensure that the Pala Tribal Community Air Monitoring Collaborative is executed efficiently, with all deliverables performed on-time and on-budget, to the highest quality achievable.

Section 7 – Budget

A. Budget Detail

Personnel - The PED Director's annual salary is \$100,176, and percentage of time assigned to the project is 3 % (190 hours over 3-years). The PED Air Technician's annual salary is \$75,132, and percentage of time assigned to the project is 6% (370 hours over 3-years). The PED Assistant's annual salary is \$54,262, and percentage of time assigned to the project is 1% (78 hours over 3-years).

Fringe Benefits - Fringe benefits for Pala staff and represent 25% of salary and wages and cover the Tribe's contribution for benefits, taxes, FICA, Worker's Compensation, Unemployment Insurance, etc.

Supplies – Supplies for this project include air monitors and replacement sensors (see budget table).

Contractual – Contractual services include technical services, cellular services, cloud database services, website hosting and website security services (see budget table).

Indirect Costs – The Pala Band of Mission Indians has a Federally approved indirect cost rate of 30%. This is applied to direct costs associated with PED wages for working on the project.

Budget Table

Line Item & Itemized Cost	EPA Funding
Personnel	
(1) PED Director @ \$48/hr for 190 hours	\$9,120
(2) PED Air Technicians @ \$36/hr for 370 hours	\$13,320
(3) PED Assistant @ \$26/hr for 78 hours	\$2,028
TOTAL PERSONNEL	\$24,468
Fringe Benefits	
25% of Salary and Wages for Air Technicians and Assistant - Benefits, FICA, SUI	\$6,117
TOTAL FRINGE BENEFITS	\$6,117
Supplies	
5 Continuous Air Monitors (O3, NO2, PM2.5, PM10, Wind, Temp, Humidity, Atm Pressure) w/ Solar Power @ \$4,699/unit	\$23,495
Replacement Sensors @ \$360/unit/year for 5 units, 2 years	\$3,600
TOTAL SUPPLIES	\$27,095
Contractual	
Technical Services Contract - Blue Tomorrow services for QAPP, Monitoring & Network Development, Community Engagement & Education, Technical Capacity Building & Workforce Development, Data Analysis Reports, Administrative Support	\$134,340
Website Development/Integration Services (Task 2.2)	\$15,000
Cellular Telemetry @ \$50/month/unit for 30 months & 5 units	\$7,500
Cloud Database @ \$30/month/unit for 30 months & 5 units	\$4,500
Website Hosting and Security @ \$200/month for 30 months	\$6,000
TOTAL CONTRACTUAL	\$167,340
Indirect Charges	
Federal Indirect Cost Rate x Personnel, Supplies, Contractual (Federal Negotiated Indirect Cost Rate = 30%)	\$7,347
TOTAL INDIRECT	\$7,347
TOTAL FUNDING	\$232,367
TOTAL PROJECT COST	\$232,367

B. Reasonableness of Costs

The following project costs are broken out into direct costs (Tasks 1-6) and indirect costs. These cost estimates are reflective of the Work Plan described in detail in Section 1. Blue Tomorrow has worked with the Pala Band of Mission Indians on the Tribe's community air monitoring network since 2019 through the California Air Resources Board Community Air Grants Program, where the Tribe selected Blue Tomorrow in accordance with its procurement policies. This project will leverage the previous work already developed and thereby enhance the cost-effectiveness of this monitoring network and increase the overall project value.

Task 1 QAPP Development - \$10,585

\$9,350 is budgeted for Technical Services; \$988 is allocated for Personnel; and \$247 for Fringe.

Task 2 System Upgrades and Integration - \$61,695

\$58,995 is budgeted for Contractual costs (\$20,500 for Technical Services, \$23,495 for five air monitoring units, and \$15,000 for Website Development Services. \$2,160 is also budgeted for Personnel and \$540 is budgeted for fringe.

Task 3 Air Quality Monitoring - \$82,610

\$78,290 is budgeted for Contractual costs (\$56,690 for Technical Services, \$3,600 for Replacement Sensors, \$7,500 for Cellular Telemetry Services, \$4,500 for Cloud Database Services, \$6,000 for Website Hosting and Security for 30 months of monitoring. \$3,456 is also budgeted for Personnel and \$864 is budgeted for fringe.

Task 4 Community Engagement - \$30,460

\$21,800 is budgeted for Technical Services, \$6,928 for Personnel; and \$1,732 for Fringe.

Task 5 Tribal Collaboration - \$8,900

\$4,700 is budgeted for Technical Services, \$3,360 for Personnel; and \$840 for Fringe.

Task 6 Reporting - \$30,770

\$21,300 is budgeted for Technical Services to support reporting requirements, \$7,576 for Personnel; and \$1,894 for Fringe.

Indirect Costs - \$7,347

C. Expenditure of Awarded Funds

PED will oversee the project expenditures and work closely with Blue throughout the project period. At the onset of the project, PED will establish a payment schedule to ensure that all deliverables will be produced in accordance with the project timeline. The PED Director will meet regularly with Blue Tomorrow to track project progress. These measures will ensure that the awarded grant funds will be expended in a timely and efficient manner.